

FINAL

AGENDA

Cornwall Town Board

Tuesday, December 20, 2022

7:00 p.m.

Pledge of Allegiance

Approval of Minutes – November 1, 2022 Work Session & Special Meeting; November 15, 2022 Regular Meeting

Public Comment Agenda Items

1. Set 2023 Reorganization Meeting and January Town Board Work Session – 1/10/22
2. Resolution - Restore NY – Set Public Hearing
 1. Resolution - Main Street – Orange County Bridge Easements
 2. Resolution – JFS Friendly Visitor Program - MOA
 3. Resolution - iWorQ Software – Building Department
 4. Resolution - Central Hudson Street Light Acquisition Agreement
 5. Resolution - OFA – Lease Agreement for County Dining Program (*from OFA*)
 6. Resolution - New Windsor Dispatch Agreement
 7. Advance Testing Proposal - Town of Cornwall Continental Road Culvert
 8. Personnel – Appoint Assistant Building Inspector

Committee Reports

Public Comment

Executive Session – Conduct Committee Interviews

Closed Session

Adjournment

WHEREAS, the Town of Cornwall is submitting an application for a Restore New York grant for the proposed redevelopment of certain real property located at 489 Main Street in the Town of Cornwall; and

WHEREAS, in order to submit the said grant application it is necessary for the Town Board to hold a public hearing on it; and

WHEREAS, under the Restore New York grant program, notice of the public hearing as well as a list of all properties submitted for the grant must be published on three consecutive days in a daily newspaper in advance of the public hearing; and

WHEREAS, the current deadline for submission of applications for Restore New York grants is January 27, 2023;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Town Board does hereby schedule a public hearing on the said Restore New York grant application for January ___, 2023 at 7:00 p.m.; and

2. That notice of the said public hearing, as well as a list of all properties submitted for the grant, shall be published on three consecutive days in a daily newspaper in advance of the public hearing; and

3. For purposes of providing the aforesaid notice, the Times Herald Record shall be designated as the paper of record for the Town of Cornwall.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Virginia A. Scott, Councilwoman, voting _____

J. Kerry McGuinness, Councilman, voting _____

Timothy I. McCarty, Councilman, voting _____

Rokhsha Michael-Razi , Councilwoman, voting _____

Joshua Wojehowski, Supervisor, voting _____

WHEREAS, the Town has received a request from the County of Orange to grant a permanent easement of 267 square feet on a portion of certain real property owned by the Town on Main Street identified on the Tax Map as Section 24, Block 1, Lot 2.3 to be used by the County in reconstructing an existing bridge on Main Street (hereinafter “Main Street Bridge No. 2”); and

WHEREAS, the Town has further received a request from the County of Orange to grant a temporary work easement of 1,962 square feet on a portion of the said property to be used in reconstructing Main Street Bridge No. 2; and

WHEREAS, the Town Highway Department and Town Engineering Consultant report that the permanent easement and temporary work easement area sought by the County are not necessary for the Town to maintain; and

WHEREAS, the Town Board has before it a draft agreement under which it will grant the requested permanent easement and temporary work easement to the County in return for a payment of \$13,736.00, a copy of which is attached hereto;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Town Board hereby agrees to grant the requested 267 square foot permanent easement and the requested 1,962 square foot temporary work easement, subject to a permissive referendum; and
2. That the Town Board hereby authorizes the Supervisor to execute any and all documents necessary to effectuate the terms therein; and
3. This resolution will set a thirty-day period for electors of the Town for approval or disapproval of the said agreement with the County. If no petition is signed and acknowledged by the electors of the Town protesting against said resolution and requesting that said resolution

be submitted to the electors of the Town for their approval or disapproval within thirty days after the date of the adoption thereof then said resolution shall become effective.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Virginia A. Scott, Councilwoman, voting _____

J. Kerry McGuinness, Councilman, voting _____

Timothy I. McCarty, Councilman, voting _____

Rokhsha Michael-Razi , Councilwoman, voting _____

Joshua Wojehowski, Supervisor, voting _____

TEMPORARY EASEMENT GRANT

THIS TEMPORARY EASEMENT GRANT is made this ____ day of December 2022, by the TOWN OF CORNWALL, a municipal corporation with an address at 183 Main Street, Cornwall, New York 12518 (“**Grantor**”) and the COUNTY OF ORANGE, a municipal corporation and County of the State of New York, having a mailing address of 255 Main Street, Goshen, New York 10924 (“**Grantee**”).

W I T N E S S E T H:

WHEREAS Grantor is the owner in fee of real property situate in the Town of Cornwall, known as 334 Main Street, Cornwall, New York, which is more specifically designated on the Tax Map of the Town of Cornwall as Section 24, Block 1, Lot 2.3 (the “**Property**”); and

WHEREAS Grantor is more specifically the owner in fee of real property described on Exhibit A as Parcel No. 2 which Parcel No. 2 is part of the Property and is the area in, on and over which Grantor intends to grant and hereby convey a right of way and temporary easement to the County/Grantee for a work area in connection with the construction and/or reconstruction of a new bridge (the “**Temporary Easement Area**”); and

WHEREAS Grantee has plans to replace and construct a new Main Street Bridge No. 2, in the Town of Cornwall, New York (the “**Main Street Bridge No. 2**”) which Main Street Bridge No. 2 is adjacent to the Temporary Easement Area; and

WHEREAS access to and use of the Temporary Easement Area is required by Grantee in connection with the construction and/or reconstruction of the Main Street Bridge No. 2 and appurtenances for use and exercisable during the construction or reconstruction of the Main Street Bridge No. 2 (the “**Temporary Easement Purposes**”); and

WHEREAS access to and use of the Temporary Easement Area is required by Grantee in connection with the construction and/or reconstruction of the Main Street Bridge No. 2 for a period of Three (3) years from the date of this Temporary Easement Grant, unless sooner terminated and released in writing by Grantee if the construction and/or reconstruction has been completed, all required approvals have been received and Grantee deems same is no longer necessary for the Temporary Easement Purposes; and

WHEREAS, the Supervisor of the Town of Cornwall has been authorized to execute and grant this right of way and Temporary Easement Grant over the Temporary Easement Area to the Grantee, by Resolution, adopted on _____, 2022, a copy of which is annexed to, and is hereby incorporated into, this Temporary Easement Grant as Exhibit B.

WHEREAS, by Resolution No. 277 of 2018, the Orange County Legislature acknowledged that “Right of Way acquisition is anticipated for the construction of the new Main Street Bridge No. 2, in the Town of Cornwall, New York; and

WHEREAS, in Resolution No. 274 of 2021, the authorization of the replacement of the Main Street Bridge No. 2 was granted by the Orange County Legislature; and

WHEREAS a right of way and this Temporary Easement Grant over the Temporary Easement Area are required by Grantee for the Temporary Easement Purposes in connection with and as part of the replacement and maintenance of the Main Street Bridge No. 2.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grantor hereby grants to Grantee, its successors and assigns a temporary easement and right-of-way over, under, above and on the Temporary Easement Area, for the Temporary Easement Purposes of providing a work area in connection with the construction and/or reconstruction of the Main Street Bridge No. 2 and appurtenances for uses and exercisable during the aforementioned construction and/or reconstruction.

2. Grantor hereby grants to Grantee, its successors and/or assigns, access to and use of the Temporary Easement Area as required by Grantee in connection with the construction and/or reconstruction of the Main Street Bridge No. 2 and appurtenances for uses and exercisable during the aforementioned construction and/or reconstruction, for a period of Three (3) years from the date of this Temporary Easement Grant, unless sooner terminated and released in writing by Grantee if the construction and/or reconstruction has been completed, all required approvals have been received and Grantee deems same is no longer necessary for the Temporary Easement Purposes.

3. Grantee acknowledges that the temporary easement granted herein is non-exclusive and the Easement Area shall be used in common with Grantor. Reserving to the Grantor, its successors or assigns, any right, title or interest in and to the Temporary Easement Area, the right of access and the right to use the Temporary Easement Area where such use will not interfere or prohibit the Grantee's use of the Easement area for the Temporary Easement Purposes stated herein and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for and established by the construction and/or reconstruction and as so constructed and/or reconstructed, the maintenance of the Main Street Bridge No. 2.

4. Grantee shall have the right, but not the obligation, to trim and/or cut any branches, underbrush and other vegetation within the Easement Area that reasonably interferes with Grantee's facilities.

5. Grantor hereby warrants and certifies to Grantee that: (i) Grantor is the owner of the Easement Area; (ii) the person executing this Easement Grant on behalf of Grantor is authorized to execute and deliver this Easement Grant; and (iii) the person executing this Easement Grant on behalf of Grantor is authorized to bind Grantor to the terms of this Easement Grant by his or her signature hereto.

6. This Easement Grant may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which shall constitute one (1) and the same instrument. This Easement Grant shall become effective and binding upon the Grantor and Grantee when this Easement Grant is fully executed by both parties, and a copy of the fully executed Easement Grant, or counterpart thereof, is delivered to the other party.

IN WITNESS WHEREOF, the parties have caused this Easement Grant to be duly executed bas of the day and year above written.

**GRANTOR
TOWN OF CORNWALL**

**GRANTEE
COUNTY OF ORANGE**

By: _____

By: _____

Name:

Name:

Title:

Title:

STATE OF NEW YORK)
).SS:
COUNTY OF ORANGE)

On _____, 2022, before me, the undersigned, a Notary Public in and for the State of New York, appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public - State of New York

STATE OF NEW YORK)
). SS:
COUNTY OF ORANGE)

On _____, 2022, before me, the undersigned, a Notary Public in and for the State of New York, appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public - State of New York

Schedule A

TEMPORARY EASEMENT FOR WORK AREA

A temporary easement to be exercised in, on and over the property delineated above for the purpose of a work area in connection with the construction or reconstruction of the Replacement of Main Street Bridge No. 2 and appurtenances for use and exercisable during the construction or reconstruction of the Replacement of Main Street Bridge No. 2 and terminating upon the approval of the completed work, unless sooner terminated if deemed no longer necessary for county road purposes and released by the County of Orange. Such easement shall be exercised in and to all that piece or parcel of property designated as Parcel No. 2, as shown on the accompanying map, and further described as follows:

PARCEL NO. 2

Beginning at a point on the northerly boundary of County Road No. 9 Main Street, on existing county road, at the intersection of said boundary with the easterly boundary of Broadway, an existing town road, said point being 13± feet distant northerly measured at right angles from station 12+15± of the hereinafter described survey baseline for the Replacement of Main Street Bridge No. 2; thence along the last-mentioned easterly boundary of said town road the following two (2) directions and distances: (1) northerly 35± feet to a point 45± feet distant northerly measured at right angles from station 12+21± of said baseline; and (2) northeasterly 25± feet to a point 64± feet distant northerly measured at right angles from station 12+37± of said baseline; thence North 89°-06'-17" East through the property of Town of Cornwall (reputed owner) 23± feet to a point on the division line between the property of Audrey G. Armendarez (reputed owner) on the east and the property of Town of Cornwall (reputed owner) on the west, the last mentioned point being 65± feet distant northerly measured at right angles from station 12+60± of said baseline; thence southerly along the last mentioned division line 20± feet to a point 45± feet distant northerly measured at right angles from station 12+62± of said baseline; thence through the property of Town of Cornwall (reputed owner) the following two (2) courses and distances: (1) North 80°-49'-29" West 8± feet to a point 46.36 feet distant northerly measured at right angles from station 12+53.47 of said baseline; and (2) South 07°-54'-26" East 36± feet to a point on the first mentioned northerly boundary of said existing county road, the last mentioned point being 10± feet distant northerly measured at right angles from station 12+58± of said baseline; thence westerly along the last mentioned northerly boundary of said existing county road 46± feet to the point of beginning, being 1,962± square feet more or less.

RESERVING, however, to the owner of any right, title or interest in and to the property above delineated, and such owner's successors or assigns, the right of access and the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for, and as established by, the construction or reconstruction and as so constructed or reconstructed, the maintenance, of the herein identified project.

PERMANENT EASEMENT GRANT

THIS PERMANENT EASEMENT GRANT is made this ___ day of December 2022, by the TOWN OF CORNWALL, a municipal corporation with an address at 183 Main Street, Cornwall, New York 12518 (“**Grantor**”) and the COUNTY OF ORANGE, a municipal corporation and County of the State of New York, having a mailing address of 255 Main Street, Goshen, New York 10924 (“**Grantee**”).

WITNESSETH:

WHEREAS Grantor is the owner in fee of real property situate in the Town of Cornwall, known as 334 Main Street, Cornwall, New York, which is more specifically designated on the Tax Map of the Town of Cornwall as Section 24, Block 1, Lot 2.3 (the “**Property**”); and

WHEREAS Grantor is more specifically the owner in fee of real property described on Exhibit A as Parcel No. 1, which Parcel No. 1 is part of the Property and is the area over which Grantor intends to grant and hereby convey a right of way and permanent easement to the Grantee (the “**Easement Area**”); and

WHEREAS the County has plans to replace and construct a new Main Street Bridge No. 2, in the Town of Cornwall, New York (the “**Main Street Bridge No. 2**”) which Main Street Bridge No. 2 is adjacent to the Easement Area; and

WHEREAS access to and use of the Easement Area is required by Grantee for the purpose of constructing, reconstructing and maintaining thereon a county road, together with the construction and/or reconstruction of the Main Street Bridge No. 2 and such other bridges and facilities in connection therewith as may be deemed necessary by the Grantee (the “**Easement Purposes**”); and

WHEREAS, the Supervisor of the Town of Cornwall has been authorized to execute and grant this right of way and Permanent Easement Grant over the Easement Area to the Grantee, by Resolution, adopted on _____, 2022, a copy of which is annexed to, and is hereby incorporated into, this Easement Grant as Exhibit B.

WHEREAS, by Resolution No. 277 of 2018, the Orange County Legislature acknowledged that “Right of Way acquisition is anticipated for the construction of the new Main Street Bridge No. 2, in the Town of Cornwall, New York; and

WHEREAS, in Resolution No. 274 of 2021, the authorization of the replacement of the Main Street Bridge No. 2 was granted by the Orange County Legislature; and

WHEREAS a right of way and this Permanent Easement Grant over the Easement Area are required by the Grantee in connection with and as part of the replacement and maintenance of the Main Street Bridge No. 2.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grantor hereby grants to Grantee, its successors and assigns forever, a perpetual easement and right-of-way over, under, above and on the Easement Area, for the purpose of constructing, reconstructing, operating, repairing, replacing, inspecting and maintaining thereon a county road, together with the constructions and/or reconstruction of the Main Street Bridge No. 2, together with such other bridges and facilities in connection therewith as may be deemed necessary by the Grantee. This easement shall run with the land and be binding on the Grantor, its successors and/or assigns forever.

2. Grantee acknowledges that the easement granted herein is non-exclusive and the Easement Area shall be used in common with Grantor. Reserving to the Grantor, its successors or assigns, any right, title or interest in and to the Easement Area, the right of access and the right to use the Easement Area where such use will not interfere or prohibit the Grantee's use of the Easement area for the Easement Purposes stated herein and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for and established by the construction and/or reconstruction and as so constructed and/or reconstructed, the maintenance of the Main Street Bridge No. 2 and the Easement Purposes.

3. Grantee shall have the right, but not the obligation, to trim and/or cut any branches, underbrush and other vegetation within the Easement Area that reasonably interferes with Grantee's facilities.

4. Grantor hereby warrants and certifies to Grantee that: (i) Grantor is the owner of the Easement Area; (ii) the person executing this Easement Grant on behalf of Grantor is authorized to execute and deliver this Easement Grant; and (iii) the person executing this Easement Grant on behalf of Grantor is authorized to bind Grantor to the terms of this Easement Grant by his or her signature hereto.

5. This Easement Grant may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which shall constitute one (1) and the same instrument. This Easement Grant shall become effective and binding upon the Grantor and Grantee when this Easement Grant is fully executed by both parties, and a copy of the fully executed Easement Grant, or counterpart thereof, is delivered to the other party.

IN WITNESS WHEREOF, the parties have caused this Easement Grant to be duly executed bas of the day and year above written.

GRANTOR
TOWN OF CORNWALL

GRANTEE
COUNTY OF ORANGE

By: _____

By: _____

Name:

Name:

Title:

Title:

STATE OF NEW YORK)
).SS:
COUNTY OF ORANGE)

On _____, 2022, before me, the undersigned, a Notary Public in and for the State of New York, appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public - State of New York

STATE OF NEW YORK)
). SS:
COUNTY OF ORANGE)

On _____, 2022, before me, the undersigned, a Notary Public in and for the State of New York, appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public - State of New York

Schedule A

PERMANENT EASEMENT FOR HIGHWAY PURPOSES

A permanent easement to be exercised in, on and over the property above delineated for the purpose of constructing, reconstructing and maintaining thereon a county road, together with such bridges and other facilities in connection therewith as may be deemed necessary by the County of Orange in and to all that piece or parcel of property designated as Parcel No. 1 as shown on the accompanying map and described as follows:

PARCEL NO. 1

Beginning at a point on the northerly boundary of County Road No. 9 Main Street, an existing county road, at the intersection of said boundary with the division line between the property of Audrey G. Armendarez (reputed owner) on the east and the property of Town of Cornwall (reputed owner) on the west, said point being 10 ± feet distant northerly measured at right angles from station 12 + 65 ± of the hereinafter described survey baseline for the Replacement of Main Street Bridge No. 2; thence northerly along said division line 35 ± feet to a point 45 ± feet distant northerly measured at right angles from station 12 + 62 ± of said baseline; thence through the property of Town of Cornwall (reputed owner) the following two (2) courses and distances: (1) North 80°-49'-29" West 8± feet to a point 46.36 feet distant northerly measured at right angles from station 12+53.47 of said baseline; and (2) South 07°-54'-26" East 36± feet to a point on the first mentioned northerly boundary of said existing county road, the last mentioned point being 10± feet distant northerly measured at right angles from station 12+58± of said baseline; thence easterly along the last mentioned northerly boundary of said existing county road 7± feet to the point of beginning, being 267± square feet more or less.

RESERVING, however, to the owner of any right, title or interest in and to the property above delineated, and such owner's successors or assigns, the right of access and the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for, and as established by, the construction or reconstruction and as so constructed or reconstructed, the maintenance, of the herein identified project.

WHEREAS, the Town of Cornwall has received a Memorandum of Agreement between the Jewish Family Service ("JFS") and the Town of Cornwall Friendly Visitor Program ("FVP") to outline the responsibilities of each organization for the year 2023; and

WHEREAS, the Town wishes to enter into the Agreement with JFS;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Town Board does hereby agree to enter into the said Agreement; and
2. That the Town Supervisor is authorized to execute the same and any documents necessary to carry out its terms.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Virginia A. Scott, Councilwoman, voting _____

J. Kerry McGuinness, Councilman, voting _____

Timothy I. McCarty, Councilman, voting _____

Rokhsa Michael-Razi , Councilwoman, voting _____

Joshua Wojehowski, Supervisor, voting _____



O U R D O O R S A R E O P E N T O T H E E N T I R E C O M M U N I T Y

November 1, 2022

Josh Wojehowski
Town of Cornwall Supervisor
183 Main Street
Cornwall, NY 12518

Dear Supervisor Wojehowski,

I hope this finds you well. Enclosed is the 2023 Memorandum of Agreement (MOA) between Jewish Family Service of Orange County and the Town of Cornwall. We look forward to a continued partnership and additional enhancements to the program.

The Friendly Visitor Program continues to be a vital service, now more than ever for our neighbors in the community. We are honored to work with you and your team and hope to continue to do so for years to come.

Please carefully review the MOA. I believe this represents a fair and equitable representation of our continued partnership. If you have any questions or concerns please do not hesitate to contact me at 845-341-1173 ext.313 or by email at hjohnson@jfsorange.org.

Please sign the attached and return the fully executed copy to my attention. Thank you.

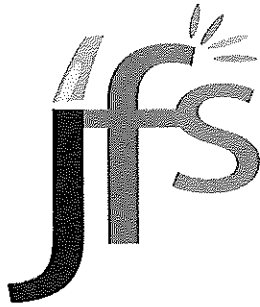
Yours truly,

Heidi Johnson
Safety Net Program Director

enclosures

cc: Cecilia J. Iovine – Town Clerk
Virginia Scott - Town Councilwoman





**Memorandum of Agreement between Jewish Family Service and the
Town of Cornwall Friendly Visitor Program
January 1, 2023 - December 31, 2023**

This agreement between Jewish Family Service (JFS) and the Town of Cornwall Friendly Visitor Program (FVP) seeks to solidify the collaborative partnership between the two organizations, while preserving the rights and privileges of each organization. This agreement seeks to outline the responsibilities of each organization, in the hopes of ensuring a sound working relationship between Jewish Family Service and the Town of Cornwall Friendly Visitor Program. This agreement is to be reviewed and renewed annually.

Jewish Family Service agrees to:

- Promote the partnership between Town of Cornwall Friendly Visitor Program and JFS which may include listing in brochures, flyers, pamphlets, news articles, social media posts, JFS website or media announcements. JFS will make available to the Town of Cornwall Friendly Visitor Program all such materials.
- Provide a liaison to work with the Town of Cornwall FVP coordinator and/or designee. The liaison will attend all advisory committee meetings, present neighbor activities, attend special events and share JFS communications.
- Assist the coordinator and/or designee with problematic neighbor or volunteer concerns. The liaison will train the coordinator to perform new neighbor intakes and home assessments.
- JFS designated Program Coordinator or designee will partner with town coordinator and/or designee to log new requests, coordinate outreach, perform intakes and home assessments.
- Accept referrals for counseling, care giver support services, Alzheimer's and related dementias, and case management of neighbors in the Town of Cornwall FVP.
- Meet with coordinator and/or designee regularly to provide additional trainings and community information.
- Provide a (5) five hours/week designated Program Coordinator or designee.
- Provide a dedicated Program Coordinator for local outreach and support to maintain continuity of services for residents of the Town of Cornwall.

- Provide necessary access and training for the coordinator to use the Volunteer Hub database. (Refresher Training Available)
- Provide mandatory trainings to all volunteers.
- In addition to the mandatory trainings, optional trainings will be offered that the volunteers are encouraged to attend quarterly.
- Conduct background checks on all volunteers
- Provide general volunteer liability insurance of \$1,000,000 and supplemental automobile liability insurance to all volunteers while they perform volunteer duties under the Town of Cornwall FVP name. In addition, JFS will furnish Cornwall with a Certificate of Insurance with the municipality named on the policy.
- Enter all volunteers and neighbors in the JFS database and track all services provided by the volunteers. As a result, JFS will provide a monthly report to the Town of Cornwall Friendly Visitor advisory committee, coordinator and/or designee (by the 10th of each month for the previous month activities).
- Provide personalized landing page for the Town of Cornwall Friendly Visitor Program on Volunteer Hub.
- Maintain social media sites in coordination with the coordinator and/or designee.

Town of Cornwall Friendly Visitor Program agrees to:

- Maintain a Town of Cornwall Friendly Visitor Program Advisory Committee.
- Facilitate Town of Cornwall Friendly Visitor Advisory Committee meetings at a centralized location regularly (six meetings per year). These can also be held virtually.
- Identify a local coordinator and/or designee to work with JFS as a liaison for the Town of Cornwall.
- Promote the partnership between the Town of Cornwall FVP and JFS. This may include listing Jewish Family Service in brochures, flyers, pamphlets, news articles, or media announcements for anything related to the FVP services. Any materials designed by the Town program that highlights the partnership between JFS and the Town of Cornwall FVP will be shared with JFS and appropriate logos will be included.
- Post trainings and/or announcements for both the Town of Cornwall FVP and JFS on the municipality page and property.
- Recruit volunteers and neighbors for the Town of Cornwall FVP.
- Perform intakes (home assessments) on all appropriate neighbors requesting services.
- Provide, if able, meeting space for the recruitment and training of volunteers. Virtual opportunities are also available when space is limited.
- Provide referrals of care recipients needing other services.
- Keep electioneering separate from all FVP outreach events.
- Provide JFS program funding within the Town of Cornwall yearly budget projections.

For the above services, the Town of Cornwall will pay the annual amount of **\$10,000.** (Which includes:

- General/Professional Liability,
- Background Checks,
- Volunteer Accident Insurance, 1,000,000 coverage with Town of Cornwall being a named additional insured.
- Part-Time (5 hours per week) Dedicated JFS Program Coordinator,
- JFS coverage with the Town Coordinator is not available,
- Volunteer Training and Volunteer Hub Training,
- Design fees for any re-design of rack card marketing, as determined by JFS,
- Access to the Volunteer Hub software for coordinating events.

Additional Cost:

- Cornwall is responsible for printing costs for additional marketing materials including replenishment of rack cards – based on printing prices at the time of request and amount requested.

Each party agrees to defend and indemnify the other from all actions, claims, damages etc. which may be made against such party as a result of the negligence of the indemnifying party.

The undersigned have reviewed the above and agree to the items outlined. This agreement is in effect for one year, starting January 1, 2023. Each party may exit this agreement at any time, for any or no cause, providing that the other party is given 30 days' notice. Notice must be given in writing. A prorated amount will be refunded.

Jewish Family Service of Orange County Town of Cornwall

**720 Route 17M
Middletown, NY 10940**

**183 Main Street
Cornwall, NY 12518**

Signature

Signature

Heidi Johnson, Safety Net Director
Print Name, Title

Print Name, Title

Date

Date

WHEREAS, the Town of Cornwall has received a proposal from iWorQ Systems, Inc., to provide computer software and services to the Town Building Department; and

WHEREAS, the Town wishes to enter into a contract accepting the iWorQ proposal, a copy of which is attached hereto;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Town Board does hereby approve the contract for provision of computer software and services to the Town Building Department by iWorq; and
2. That the Town Board authorizes the Supervisor to execute the same and any documents necessary to carry out the terms of the same.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

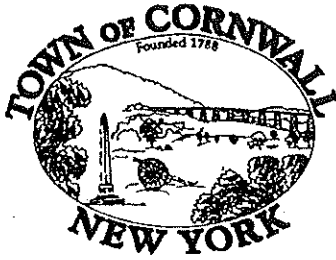
Virginia A. Scott, Councilwoman, voting _____

J. Kerry McGuinness, Councilman, voting _____

Timothy I. McCarty, Councilman, voting _____

Rokhsa Michael-Razi , Councilwoman, voting _____

Joshua Wojehowski, Supervisor, voting _____



ORANGE COUNTY, NEW YORK

TOWN OF CORNWALL

Code Enforcement Office

183 Main Street
Cornwall NY 12518

GARY A. VINSON
Building Inspector

ABIGAIL MALDONADO
Assistant Building Inspector

TEL. (845) 534-9429

FAX (845) 534-2178

November 15, 2022

Town Board
183 Main Street
Cornwall, NY 12518

Re: IWORQ Service Agreement

Dear Board Members:

I respectfully request that the Town Board approve a service agreement with IWORQ for computer software for the building department.

The current software is over 20 years old, DOS formatted and outdated.

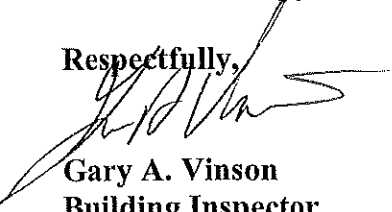
The agreement is for a 3 year contract, at an annual cost of \$ 7,000.00 a year as continuity is very important regarding building permits and code enforcement.

There is adequate funding in the 2023 budget.

Please note that both the Village of COH and the Town of New Windsor have adopted this company's software as well other municipalities throughout New York State.

Enclosed is a copy of the proposal to be reviewed by the Attorney and the Town Board..

Respectfully,


Gary A. Vinson
Building Inspector

SCHEDULE "A"

IWORQ SERVICE AGREEMENT

For iWorQ applications and services

Town of Cornwall here after known as ("Customer"), enters into THIS SERVICE AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorized website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image. Access to iWorQ cannot be used to record personal or confidential information such as driver license numbers, social security numbers, financial data, credit card information or upload any images or documents considered personal or confidential.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation documents upon request. iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.



Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly.

7. TERMINATION:

Either party may terminate this agreement, after the initial 3-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately



become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Upon termination (7. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2,500; and all provisions of this Agreement will continue.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell _____

Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____

Email _____

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Billing Address: _____

Office Phone _____ Cell _____

Email _____



PO# _____ (if required) Tax Exempt ID # _____

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____



iWorQ Service(s) Agreement

APPENDIX A

SCHEDULE "B"

iWorQ Price Proposal

Cornwall	Population- 12,646
183 Main Street, Cornwall, NY 12518, USA	Prepared by: Joseph Vernon

Annual Subscription Fees

Application(s) and Service(s)	Package Price	Billing
Community Development (Basic) *Permit Management *Code Enforcement -Available on any computer, tablet, or mobile device using Chrome Browser -Track permits and cases with customizable reporting -Track fees and payments -Inspection and plan review tracking -Track violations, activities and follow ups -Includes Premium Data (25MB Uploads, 100GB Total Storage) -OpenStreetMap tracking abilities with quarterly updates -Free forms, letters, and/or permits utilizing iWorQ's template library, and up to 6 custom letters/forms	\$7,000	Annual
Permit Management - Fire Inspections -Available on any computer, tablet, or mobile device using Chrome Browser -Track Permits, inspections, contractors, and their licensing -Track fees and payments -Inspection and plan review tracking -Configurable reporting -Quarterly parcel update -OpenStreetMap tracking abilities -Free forms, letters, and/or permits utilizing iWorQ's template library, and up to 3 custom letters/forms	Included	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$7,000	Annual

One-Time Setup, GIS integration, and Data Conversion Fees

Service(s)	Full Price Cost	Package Price	Billing
Implementation and Setup cost year 1	\$4,500	Included	Year One
Up to 5 hours of GIS integration and data conversion	\$1,000	Included	Year One
Data Conversion	\$4,900	Included	Year One
One-Time Setup Total (This amount will be added year 1)	\$10,400	Included	Year One
Grand Total Due Year 1	\$17,400	\$7,000	Year One

NOTES AND SERVICE DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.



WHEREAS, the Town of Cornwall has received a proposed purchase and sale agreement of street lighting facilities by and between the Town and Central Hudson Gas & Electric Corporation; and

WHEREAS, the Town wishes to enter into the said contract for purchase of street light heads in the Town;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Town Board does hereby approve the said contract; and
2. That the Town Board authorizes the Supervisor to execute the same and any documents necessary to carry out the terms of the same.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Virginia A. Scott, Councilwoman, voting _____

J. Kerry McGuinness, Councilman, voting _____

Timothy I. McCarty, Councilman, voting _____

Rokhsa Michael-Razi , Councilwoman, voting _____

Joshua Wojehowski, Supervisor, voting _____

**PURCHASE AND SALE AGREEMENT OF
STREET LIGHTING FACILITIES
BY AND BETWEEN
CENTRAL HUDSON GAS & ELECTRIC CORPORATION**

AND

THE TOWN OF CORNWALL

Dated: July 8th, 2022

PURCHASE AND SALE AGREEMENT OF STREETLIGHTING FACILITIES

THIS PURCHASE AND SALE AGREEMENT (this "Purchase Agreement"), dated _____, 2021 between CENTRAL HUDSON GAS & ELECTRIC CORPORATION ("Central Hudson" or "Seller"), a New York corporation having offices at 284 South Avenue, Poughkeepsie, New York 12601, and the Town of Cornwall ("Buyer"), a New York municipal corporation having offices at 183 Main St, Cornwall, NY 12518. Seller and Buyer are sometimes herein referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Seller owns, operates and maintains Street Lighting Facilities (as that term is defined below) on certain Distribution Poles (as that term is defined below) within the geographical boundaries of Buyer; and

WHEREAS, Buyer wishes to purchase from Seller, and Seller is agreeable to selling to Buyer, the Street Lighting Facilities upon the terms and conditions contained in this Purchase Agreement and pursuant to approval by the New York Public Service Commission.

WHEREAS, Buyer acknowledges that Central Hudson's Distribution Poles are used, and are to continue to be used, primarily for Central Hudson's public service obligations and the purposes of the Joint Owners (defined below); and

WHEREAS, Central Hudson is willing to authorize, to the extent it may lawfully do so, the Licensee's conversion of the existing lights to LED street lights on Central Hudson's Distribution Poles.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows:

1. **DEFINITIONS.**

- 1.1 **Apportionable Items** has the meaning set forth in Section 3.3(a).
- 1.2 **Bill of Sale** means the Bill of Sale, substantially in the form of Exhibit A hereto, to be executed and delivered by Seller to Buyer at the Closing, to evidence the transfer by Seller to Buyer of Seller's right, title and interest in and to the Street Lighting Facilities.
- 1.3 **Business Day** means Monday through Friday except for holidays observed by Central Hudson.
- 1.4 **Buyer** has the meaning set forth in the preamble to this Purchase Agreement.
- 1.5 **Buyer's Deliverables** has the meaning set forth in Section 8.5.
- 1.6 **Buyer Protected Parties** has the meaning set forth in Section 6.4(a).
- 1.7 **Buyer's Required Approvals** means (i) approval of the Town Board of Buyer authorizing Buyer (by its Supervisor or other Person) to enter into this Purchase

Agreement, the Bill of Sale, and the Operating Agreement, and (ii) the written consent of the Distribution Pole Joint Owner (if any).

- 1.8 **Breaching Party** has the meaning set forth in Section 9.1(e).
- 1.9 **Claiming Party** has the meaning set forth in Section 6.5(a).
- 1.10 **Closing** has the meaning set forth in Section 3.1.
- 1.11 **Closing Date** has the meaning set forth in Section 3.1.
- 1.12 **Commercially Reasonable Efforts** means efforts which are designed to enable the performing Party, directly or indirectly, to satisfy a condition to, or otherwise assist in the consummation of the transactions contemplated by this Purchase Agreement and which do not require the performing Party to expend any funds or assume any liabilities other than expenditures and liabilities which are customary and reasonable in nature and amount in the context of the transactions contemplated by this Purchase Agreement.
- 1.13 **Distribution Poles** means Poles supporting Central Hudson Facilities operating at phase to phase voltages not greater than 34,500 volts nominal, or phase to ground voltage not greater than 19,920 volts nominal.
- 1.14 **Excluded Assets** has the meaning set forth in Section 2.3.
- 1.15 **Governmental Authority** means any applicable federal, state, local or other governmental, regulatory or administrative agency, taxing authority, commission, department, board, or other governmental subdivision, court, tribunal, arbitrating body or other governmental authority, including the PSC.
- 1.16 **Interim Period** has the meaning set forth in Section 6.1.
- 1.17 **Net Book Value** means the original cost of the asset less accumulated depreciation, amortization or impairment costs.
- 1.18 **Operating Agreement** means the Operating Agreement to be executed and delivered by Buyer and Seller at Closing, said agreement to be substantially in the form attached hereto as Exhibit B.
- 1.19 **Outside Date** has the meaning set forth in Section 9.1(b).
- 1.20 **Parties** has the meaning set forth in the preamble to this Purchase Agreement.
- 1.21 **Party** has the meaning set forth in the preamble to this Purchase Agreement.
- 1.22 **Permitted Lien** means (a) any lien for Taxes not yet due or delinquent, (b) any

Lien for taxes being contested in good faith by appropriate proceedings and not in excess of \$100,000, (c) any lien arising in the ordinary course of business by operation of law with respect to a liability that is not yet due or delinquent or which is being contested in good faith by Seller, (d) zoning, planning, and other similar governmental limitations and restrictions, all rights of any Governmental Authority to regulate any asset, and all matters of public record, and (e) any lien released prior to Closing.

- 1.23 **Person** means any individual, partnership, limited liability company, joint venture, corporation, trust, unincorporated organization, association, or governmental entity or any department or agency thereof.
- 1.24 **Preliminary Apportioned Items Amount** has the meaning set forth in Section 3.3(b).
- 1.25 **PSC** means the State of New York Public Service Commission.
- 1.26 **Purchase Agreement** means this Agreement for Purchase and Sale of Street Lighting Facilities, together with the Exhibits and Schedules attached hereto, as the same may be amended from time to time.
- 1.27 **Purchase Price** has the meaning set forth in Section 3.2.
- 1.28 **Responding Party** has the meaning set forth in Section 6.5(a).
- 1.29 **Seller** has the meaning set forth in the preamble to this Purchase Agreement.
- 1.30 **Seller Protected Parties** has the meaning set forth in Section 6.4(b).
- 1.31 **Seller's Deliverables** has the meaning set forth in Section 7.5.
- 1.32 **Seller's Required Approvals** means (i) approval of the board of directors of Seller for Seller (by a Vice President or other Person) to enter into this Purchase Agreement, the Bill of Sale and the Operating Agreement, and (ii) an order of the PSC pursuant to Section 70 of the New York State Public Service Law approving the sale of the Street Lighting Facilities pursuant to the terms of this Purchase Agreement.
- 1.33 **Seller's Tariff** shall mean and include any and all tariffs on file by Seller with the PSC (including, but not limited to, P.S.C. No.15 ELECTRICITY), as the same shall be formally issued, supplemented, amended, superseded, and/or interpreted from time to time, now or in the future.
- 1.34 **Street Lighting Facilities** means all of those certain overhead-fed and underground-fed street lighting facilities that are owned solely by Seller, attached to utility poles located within the geographical boundaries of the Buyer, used

solely for street lighting purposes, and which consist of luminaires, lamps, mast arms, photo control, their associated wiring, electrical connections, and appurtenances.

1.35 **Street Lighting Facilities Assessed Values/Taxes** has the meaning set forth in Section 6.6

1.36 **Survey** has the meaning set forth in Section 6.2.

1.37 **Third Party Losses/Claims** has the meaning set forth in Section 6.4(a).

2. **PURCHASE AND SALE.**

2.1 Transfer of Street Lighting Facilities. Upon the terms and subject to the conditions contained in this Purchase Agreement, at the Closing, Seller will sell, assign, convey, transfer and deliver to Buyer, and Buyer will purchase, assume, acquire and receive from Seller, all of Seller's right, title and interest in and to the Street Lighting Facilities listed on Exhibit A. The Parties agree that Exhibit A represents the final description of the Street Lighting Facilities to be transferred by Seller to Buyer pursuant to this agreement as of the Closing Date and the transferred Street Lighting Facilities will not be amended, disputed or subject to billing refunds thereafter, except pursuant to a written agreement signed by both Parties.

2.2 Demarcation of Ownership. From and after the Closing, (a) for overhead-fed Street Lighting Facilities, Buyer shall own all portions of each of the Street Lighting Facilities from the point in change (transition) from the Seller's secondary conductor to the street light and including the luminaires, lamps, mast arms, photo control, their associated wiring, electrical connections, and appurtenances, with Seller retaining ownership of the electric distribution system up to that point in change; and (b) for underground-fed Street Lighting Facilities, Buyer shall own all portions of each of the Street Lighting Facilities from the point in change (transition) from the Seller's secondary conductor at a below grade secondary hand hole or from a pad-mount transformer or at the secondary conductor from the underground or overhead secondary tap, to the street light and including the luminaires, lamps, mast arms, their associated wiring, electrical connections, underground supplied poles (aluminum, laminated or fiberglass) and appurtenances, with Seller retaining ownership of the electric distribution system up to that point in change.

2.3 Excluded Assets. Seller is not assigning, conveying, transferring or delivering to Buyer and Buyer is not purchasing, assuming, acquiring or receiving from Seller any of Seller's right, title and interest in and to the following, all of which are being retained by Seller following the Closing (hereinafter collectively referred to as the "Excluded Assets"):

- (a) Any and all of Seller's right, title and interest in and to any poles, structures, equipment or equipment attached or appurtenant to, but not

comprising, the Street Lighting Facilities;

(b) Any and all claims, counterclaims, causes of action, lawsuits or proceedings with respect to any injury or damage caused to any poles, structures, equipment or components attached or appurtenant to, but not comprising, the Street Lighting Facilities;

(c) Any and all claims, counterclaims, causes of action, lawsuits or proceedings with respect to any injury or damage caused to the Street Lighting Facilities prior to the Closing;

(d) Any and all claims, counterclaims, causes of action, lawsuits or proceedings with respect to any and all costs and expenses incurred by Seller for relocating, adjusting, or protecting/maintaining in place any Street Lighting Facilities (including any planning, designing and engineering work in connection therewith) prior to the Closing in connection with any Governmental projects or private projects, including street relocation, adjustment, reconstruction or resurfacing projects, sewer infrastructure projects and water infrastructure projects;

(e) Any and all claims, counterclaims, causes of action, lawsuits or proceedings with respect to any costs and expenses incurred by Seller for relocating, adjusting, or protecting/maintaining in place any poles, structures, equipment or components attached or appurtenant to, but not comprising, the Street Lighting Facilities (including any planning, designing and engineering work in connection therewith) in connection with any Governmental Authority projects or private projects, including street relocation, adjustment, reconstruction or resurfacing projects, sewer infrastructure projects and water infrastructure projects;

(f) Any and all of Seller's right, title and interest in and to any and all spare parts or spare components relating to the Street Lighting Facilities or any poles, structures, equipment or components attached or appurtenant to, but not comprising, the Street Lighting Facilities;

(g) Any and all of Seller's right, title, and interest in and to any and all vehicles, equipment, tools and supplies relating to installing, operating, inspecting, maintaining, repairing, replacing or decommissioning in whole or in part any Street Lighting Facilities or any poles, structures, equipment or components attached or appurtenant to, but not comprising, the Street Lighting Facilities;

(h) Any and all of Seller's right, title and interest in and to any and all agreements and contracts with third parties relating to installing, operating, inspecting, maintaining, repairing, replacing or decommissioning in whole or in part any Street Lighting Facilities or any poles, structures, equipment

or components attached or appurtenant to, but not comprising, the Street Lighting Facilities; and

(i) Any and all of Seller's right, title and interest in and to any and all franchise grants, licenses, permits, and interests in real property pertaining in any way to any Street Lighting Facilities or any poles, structures, equipment or components attached or appurtenant to, but not comprising, the Street Lighting Facilities.

3. CLOSING, PURCHASE PRICE, APPORTIONABLE ITEMS

3.1 Closing. The Closing shall take place at the offices of Seller at 10:00 A.M. (Eastern time) ninety (90) days after the conditions to Closing set forth in Sections 7 and 8 (other than actions to be taken or items to be delivered at Closing) have been satisfied or waived by the Party entitled to waive such condition, or on such other date and at such other time and place as Buyer and Seller mutually agree in writing. The date of Closing is hereinafter referred to as the "Closing Date." The Closing shall be effective for all purposes as of 12:01 A.M. (Eastern Time) on the Closing Date.

3.2 Purchase Price. The purchase price (the "Purchase Price") for the Street Lighting Facilities shall be an amount equal to the Net Book Value of the Street Lighting Facilities as determined by the PSC in the Section 70 proceeding approving the sale of the Street Lighting Facilities pursuant to the terms and conditions of this Agreement, or, if the PSC makes no such determination the Net Book Value on Seller's accounting books and records at the Closing Date, the Net Book Value will be increased by the Preliminary Apportioned Items Amount if Buyer owes Seller such amount and decreased by the Preliminary Apportioned Items Amount if Seller owes Buyer such amount; provided that if the survey conducted pursuant to Section 6.2 hereof determines that the number of Street Lighting Facilities is either more or less than currently billed. For municipal planning purposes only, the current Net Book Value is \$261,671.75.

3.3 Apportionable Items.

(a) The following items (the "Apportionable Items") shall be apportioned as of 11:59 P.M. of the day before the Closing Date with Seller bearing the expense of the item applicable to the period before the Closing Date and Buyer bearing the expense of the item applicable to the period on and after the Closing Date:

(i) Real property taxes (including special franchise taxes) assessed or imposed on Seller by virtue of its ownership, use, operation, inspection, maintenance or repair of the Street Lighting Facilities; and

(ii) Any and all other personal property taxes, real estate taxes, occupancy taxes, assessments (special or otherwise) and any and all other applicable fees, taxes and charges assessed or imposed on Seller by virtue of its ownership, use, operation, inspection, maintenance or repair of the Street Lighting

Facilities.

(b) Each of the Apportionable Items shall be apportioned based upon (i) the extent to which (a) Seller, prior to the Closing, has paid such Apportionable Item with respect to any period on and after the Closing Date (i.e., with respect to any period from and after Seller's transfer of the Street Lighting Facilities to Buyer) or (b) Buyer, after the Closing, will be responsible to pay such Apportionable Item with respect to any period before the Closing Date (i.e., with respect to any period before Seller's transfer of Street Lighting Facilities to Buyer) and (ii) the number of days in the applicable tax or other period that are (a) before the Closing Date and (b) on and after Closing Date; provided that, for the purposes of such apportionment calculations, Buyer shall not be credited with being responsible to pay any special franchise tax or, to the extent Buyer is the direct or indirect recipient of any other Apportionable Item, any other Apportionable Item (although, for the avoidance of doubt, Seller shall be credited with any and all payments by Seller, prior to the Closing, of any special franchise tax and any other Apportionable Item with respect to any period on and after the Closing Date notwithstanding that Buyer may be the direct or indirect recipient of such payments). The result of the calculation of the Apportionable Items performed for purposes of the Closing, which shall be netted to a single number (the "Preliminary Apportionable Items Amount"), shall be based on the current amount of each Apportionable Item for the period that includes the Closing Date and, if any such current amount is not then available (e.g., because the applicable taxing authority has not yet issued the amount of the Apportionable Item with respect to the period that includes the Closing Date), shall be based on the amount for the most recent former period. Following the Closing and within 60 days after the date that the last of the previously unavailable amounts of the Apportionable Items becomes available, the Parties shall use the available amounts to true-up the calculation that led to the Preliminary Apportionable Items Amount and the Party that owes the other Party based on such true-up calculation (and taking into account the Preliminary Apportionable Items Amount that was paid at Closing by adjusting the Purchase Price) shall pay such other Party within 30 days after the true-up calculation is made. The obligations set forth in this Section 3.3 shall survive the Closing.

4. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as follows:

4.1 Organization. Seller is a corporation duly formed, validly existing and in good standing under the laws of the State of New York.

4.2 Authority, Binding Obligation. Subject to obtaining the Seller's Required Approvals: Seller has all requisite corporate power and authority to execute and deliver this Purchase Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby; the execution and delivery of this Purchase Agreement

and the performance by Seller of its obligations hereunder have been duly and validly authorized by all necessary corporate action; and this Purchase Agreement has been duly and validly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, arrangement, moratorium or other similar laws relating to affecting the rights of creditors generally, or by general equitable principles (regardless of whether enforcement is considered in a proceeding at law or in equity).

4.3 No Conflicts; Consents and Approvals. Subject to obtaining the Seller's Required Approvals, the execution and delivery by Seller of this Purchase Agreement do not, the performance by Seller of its obligations hereunder will not, and the consummation of the transactions contemplated hereby will not:

- (a) conflict with or result in a violation or breach under the certificate of incorporation or by-laws of Seller or under any material contract to which Seller is a party, except for any such violations or defaults that would not, in the aggregate, reasonably be expected to materially adversely affect Seller's ability to perform its obligations hereunder or to consummate the transactions contemplated hereby;
- (b) conflict with, violate or breach, in each case in any material respect, any provision of any law applicable to Seller; or
- (c) require any consent or approval of any Governmental Authority under any law applicable to Seller.

4.4 Legal Proceedings. To the knowledge of Seller, there are no actions, suits or proceedings pending against Seller before any Governmental Authority which, individually or in the aggregate, could reasonably be expected to have a material adverse effect on Seller's ability to proceed with the transactions contemplated by this Purchase Agreement. To the knowledge of Seller, Seller is not subject to any outstanding judgments, rules, orders, writs, injunctions or decrees of any Governmental Authority which, individually or in the aggregate, could reasonably be expected to have a material adverse effect on Seller's ability to proceed with the transactions contemplated by this Purchase Agreement.

4.5 Liens. To the knowledge of Seller, the Street Lighting Facilities are free and clear of all liens except Permitted Liens. At least five days prior to the Closing, the Seller will disclose to the Buyer any lien arising in the ordinary course of business by operation of law with respect to a liability that is not yet due or delinquent or which is being contested in good faith by Seller that exists, or the Seller believes to exist, against the Street Lighting Facilities. Such disclosure will include the date and the manner in which such Permitted Lien became a lien against the Street Lighting Facilities; the name and address of the lienor; and the monetary amount secured by such lien(s).

5. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

5.1 Organization. Buyer is a municipal corporation duly formed, validly existing and in good standing under the laws of the State of New York.

5.2 Authority, Binding Obligation. Subject to obtaining the Buyer's Required Approvals: Buyer has all requisite power and authority to execute and deliver this Purchase Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby; the execution and delivery of this Purchase Agreement and the performance by Buyer of its obligations hereunder have been duly and validly authorized by all necessary action; and this Purchase Agreement has been duly and validly executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, arrangement, moratorium or other similar laws relating to affecting the rights of creditors generally, or by general equitable principles (regardless of whether enforcement is considered in a proceeding at law or in equity).

5.3 No Conflicts; Consents and Approvals. Subject to obtaining the Buyer's Required Approvals, the execution and delivery by Buyer of this Purchase Agreement do not, the performance by Seller of its obligations hereunder will not, and the consummation of the transactions contemplated hereby will not:

- (a) conflict with or result in a violation or breach under the charter or other organizational documents of Buyer or under any material contract to which Buyer is a party, except for any such violations or defaults that would not, in the aggregate, reasonably be expected to materially adversely affect Buyer's ability to perform its obligations hereunder or to consummate the transactions contemplated hereby;
- (b) conflict with, violate or breach, in each case in any material respect, any provision of any law applicable to Buyer; or
- (c) require any consent or approval of any Governmental Authority under any law applicable to Buyer.

5.4 Legal Proceedings. To the knowledge of Buyer, there are no actions, suits or proceedings pending against Buyer before any Governmental Authority which, individually or in the aggregate, could reasonably be expected to have a material adverse effect on Buyer's ability to proceed with the transactions contemplated by this Purchase Agreement. To the knowledge of Buyer, Buyer is not subject to any outstanding judgments, rules, orders, writs, injunctions or decrees of any Governmental Authority which, individually or in the aggregate, could reasonably be expected to have a material

adverse effect on Buyer's ability to proceed with the transactions contemplated by this Purchase Agreement.

5.5 Availability of Funds. Buyer has sufficient funds available to it to enable Buyer to pay the Purchase Price to Seller.

6. COVENANTS OF THE PARTIES

6.1 Conduct of Business Relating to the Street Lighting Facilities. During the period from the date of this Purchase Agreement up to the Closing Date (the "Interim Period"), Seller shall operate and maintain the Street Lighting Facilities in the ordinary course of its business consistent with Rate A tariff provisions under Service Classification No. 8 contained in Central Hudson's effective electric tariffs or any effective superseding rate schedule and ordinary business practices. On and after the Closing Date Buyer will remain on Rate C under Service Classification No. 8 of Seller's tariff for a period of no less than five (5) years.

6.2 Survey of Street Lighting Facilities. During the Interim Period, Seller may cause a survey of the Street Lighting Facilities ("Survey") to be performed in good faith to determine the number of Street Lighting Facilities.

6.3 Pursuit of Required Approvals. During the Interim Period:

(a) Seller will, in order to consummate the transactions contemplated hereby, (i) exercise Commercially Reasonable Efforts to obtain the Seller's Required Approvals as promptly as practicable, including making all required filings with, and giving all required notices to, each applicable Governmental Authority or other Person and (ii) cooperate in good faith with each applicable Governmental Authority and other Person and promptly provide such other information and communications to each such Governmental Authority or other Person as such Governmental Authority or other Person may reasonably request in connection therewith.

(b) Buyer will, in order to consummate the transactions contemplated hereby, (i) exercise Commercially Reasonable Efforts to obtain the Buyer's Required Approvals as promptly as practicable, including making all required filings with, and giving all required notices to, each applicable Governmental Authority or other Person and (ii) cooperate in good faith with each applicable Governmental Authority and other Person and promptly provide such other information and communications to each such Governmental Authority or other Person as such Governmental Authority or other Person may reasonably request in connection therewith.

(c) Seller, with respect to the Seller's Required Approvals, will provide prompt notification to Buyer, and Buyer, with respect to the Buyer's Required Approvals, will provide prompt notification to Seller, of any material

communications with the applicable Governmental Authority or other Person from whom the Seller's Required Approvals or Buyer's Required Approvals are sought and when any such approval is obtained, taken, made, given or denied, as applicable.

6.4. Indemnification Against Third Party Claims And Losses.

(a) From and after the Closing, Seller shall retain liability for and shall defend, indemnify and hold harmless Buyer, its parents, subsidiaries, affiliates and its and their respective elected officials, officers, employees, attorneys, contractors, subcontractors, agents, representatives, successors and assigns (collectively, the "Buyer Protected Parties") from and against any and all claims, counterclaims, causes of action, lawsuits, proceedings, judgments, losses, liabilities, damages, fines, penalties, interest, costs and expenses (including court costs, reasonable fees of attorneys, accountants and other experts and reasonable expenses of investigation, preparation, and litigation) for personal injuries (including death) or damages to property arising from or claimed to arise from the Street Lighting Facilities (collectively, "Third Party Losses/Claims") that third parties have suffered or sustained prior to the Closing or that third parties claim to have been suffered or sustained prior to the Closing, except to the extent that such Third Party Losses/Claims arise from the negligence or other acts or omissions of any one or more of the Buyer Protected Parties and except as the same may be limited by law.

(b) From and after the Closing, Buyer shall have liability for and shall defend, indemnify and hold harmless Seller, its parents, subsidiaries, affiliates and its and their respective trustees, directors, officers, employees, attorneys, shareholders, contractors, subcontractors, agents, representatives, successors and assigns (collectively, the "Seller Protected Parties") from and against any and all Third Party Losses/Claims that third parties have suffered or sustained on or after the Closing or that third parties claim to have been suffered or sustained on or after the Closing, except to the extent that such Third Party Losses/Claims arise from the negligence or other acts or omissions of any one or more of the Seller Protected Parties on or after the Closing Date for which negligence or other acts or omissions the Seller's Tariff (i.e., Schedule for Electric service, PSC No. 15 - Electricity, or its successor) does not provide an applicable exclusion from or limitation of liability.

(c) The obligations set forth in this Section 6.4 shall survive the Closing.

6.5 Procedure with Respect to Third Party Claims And Losses.

(a) If any Party becomes subject to a pending or threatened Third Party Claim/Loss and such Party (the "Claiming Party") believes it is entitled to indemnification pursuant to Section 6.4 hereof from the other Party (the "Responding Party") as a result, then the Claiming Party shall notify the

Responding Party in writing of the basis for its claim for indemnification setting forth the nature of the claim in reasonable detail. The failure of the Claiming Party to so notify the Responding Party shall not relieve the Responding Party of any liability or obligations under Section 6.4 or this Section 6.5 except to the extent that the defense of such Third Party Claim/Loss is prejudiced by the failure to give such notice.

(b) If any Third Party Claim/Loss proceeding is brought by a third party against a Claiming Party and the Claiming Party gives notice to the Responding Party pursuant to this Section 6.5, the Responding Party shall be entitled to participate in such proceeding and, to the extent that it wishes, to assume the defense of such proceeding, if (i) the Responding Party provides written notice to the Claiming Party that the Responding Party intends to undertake such defense, (ii) the Responding Party conducts the defense of the Third Party Claim/Loss actively and diligently with counsel reasonably satisfactory to the Claiming Party and (iii) if the Responding Party is a party to the proceeding, the Responding Party has not determined in good faith that joint representation would be inappropriate because of a conflict in interest. The Claiming Party shall, in its sole discretion, have the right to employ separate counsel (who may be selected by the Claiming Party in its sole discretion) in any such action and to participate in the defense thereof, and the fees and expenses of such counsel shall be paid by such Claiming Party. The Claiming Party shall fully cooperate with the Responding Party and its counsel in the defense or compromise of such Third Party Claim/Loss. If the Responding Party assumes the defense of a Third Party Claim/Loss proceeding, no compromise or settlement of such Third Party Claim/Loss may be effected by the Responding Party without the Claiming Party's consent unless (A) there is no finding or admission of any violation of law or any violation of the rights of any Person and no effect on any other Third Party Claims/Loss that may be made against the Claiming Party and (B) the sole relief provided is monetary damages that are paid in full by the Responding Party.

(c) If (i) notice is given to the Responding Party of the commencement of any Third Party Claim/Loss proceeding and the Responding Party does not, within 30 days after the Claiming Party's notice is given, give notice to the Claiming Party of its election to assume the defense of such proceeding, (ii) any of the conditions set forth in clauses (i) through (iii) of Section 6.5 (b) become unsatisfied or (iii) the Claiming Party determines in good faith that there is a reasonable probability that a legal proceeding may adversely affect it other than as a result of monetary damages for which it would be entitled to indemnification from the Responding Party under this Purchase Agreement, then the Claiming Party shall (upon notice to the Responding Party) have the right to undertake the defense, compromise or settlement of such Third Party Claim And Loss; provided that the Responding Party shall reimburse the Claiming Party for the costs of defending against such Third Party Claim/Loss (including reasonable attorneys' fees and expenses) and shall remain otherwise responsible for any liability with respect to amounts arising from or related to such Third Party Claim/Loss, in both cases to the extent

it is determined that such Responding Party is liable to the Claiming Party under this Purchase Agreement with respect to such Third Party Claim/Loss. The Responding Party may elect to participate in such legal proceedings, negotiations or defense at any time at its own expense.

6.6 Property Tax Reduction. Buyer shall exercise Commercially Reasonable Efforts to cause any and all assessed values and related special franchise tax assessments and real property tax assessments reasonably associated with the Street Lighting Facilities (the "Street Lighting Facilities Assessed Values/Taxes") to be reduced as of the next taxable status date after the Closing such that the assessed values and related special franchise tax assessments and real property tax assessments with respect to property that Seller retains after the next taxable status date after the Closing (including the Excluded Assets) does not include, from and after the next taxable status date after the Closing, any Street Lighting Facilities Assessed Values/Taxes and Seller is not requested or required to pay any special franchise tax or real property tax associated with the Street Lighting Facilities Assessed Values/Taxes from and after the next taxable status date after the Closing. To the extent that Buyer does not cause the reductions contemplated by this Section to be effective as of the next taxable status date after the Closing, (i) Buyer shall continue to exercise Commercially Reasonable Efforts after the Closing to cause the reductions contemplated by this Section and (ii) if Seller pays any special franchise tax or real property tax associated with the Street Lighting Facilities Assessed Values/Taxes from and after the next taxable status date after the Closing, Buyer shall reimburse Seller for any and all such payments (including by means of a credit on Seller's subsequent bill(s)).

Section 6.7 Tax Matters. Buyer acknowledges that Seller will not comply with the provisions of any bulk sales or transfer laws of any jurisdiction in connection with the transactions contemplated by this Purchase Agreement. Buyer hereby waives compliance by Seller with the provisions of the bulk sales or transfer laws of all applicable jurisdictions.

Section 6.8 Risk of Loss. Seller shall bear the risk of loss of and damage to the Street Lighting Facilities during the period from the date of this Purchase Agreement up to but not including the Closing Date and Buyer shall bear the risk of loss of and damage to the Street Lighting Facilities from and after the Closing Date.

Section 6.9 Brokerage Fees and Commissions. Each Party covenants to the other that no broker, finder or other Person is entitled to any brokerage fees, commissions or finder's fees in connection with the transactions contemplated hereby by reason of any action taken by the Party making such covenant. Each Party (an indemnifying Party) will pay or otherwise discharge, and will indemnify, defend and hold the other Party harmless from and against, any and all claims against and liabilities of the other Party for any and all brokerage fees, commissions and finder's fees in connection with the transactions contemplated hereby by reason of any action taken or the breach of this covenant by the indemnifying Party.

Section 6.10 Expenses. Except to the extent expressly provided to the contrary in this Purchase Agreement, and whether or not the transactions contemplated herein are consummated, all costs and expenses incurred by a Party in connection with the negotiation, execution and consummation of the transactions contemplated hereby, including the cost of filing for and prosecuting applications for the Seller Required Approvals and the Buyer Required Approvals, shall in all instances be borne by the Party incurring such costs and expenses.

Section 6.11 Further Assurances. Subject to the terms and conditions of this Purchase Agreement, at either Party's request and without further consideration, the other Party shall execute and deliver to such requesting Party such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as such requesting Party may reasonably request in order to consummate the transactions contemplated by this Purchase Agreement; provided that the other Party shall not be obligated to execute or deliver any instruments, provide any materials or information or take any actions that modify the rights, remedies, obligations or liabilities of such other Party pursuant to this Purchase Agreement or applicable law.

7. BUYER'S CONDITIONS TO CLOSING

The obligation of Buyer to consummate the Closing is subject to the fulfillment of each of the following conditions (except to the extent waived in writing by Buyer in its sole discretion):

7.1 Seller's Representations and Warranties. The representations and warranties made by Seller in this Purchase Agreement shall have been materially true and correct as of the date of this Purchase Agreement and shall be materially true and correct as of Closing; provided that Seller shall have no liability to Buyer for any such representation not being materially true and correct as of Closing due to occurrences, matters, events, facts or circumstances occurring after the date of this Purchase Agreement.

7.2 Seller's Performance. Seller shall have performed and complied, in all material respects, with the agreements, covenants and obligations required by this Purchase Agreement to be performed or complied with by Seller at or before the Closing.

7.3 Orders and Laws. There shall not be any temporary restraining order, preliminary or permanent injunction or other judgment or order issued by any Governmental Agency of competent jurisdiction or other law restraining, enjoining or otherwise prohibiting or making illegal the consummation of the transactions contemplated by this Purchase Agreement; provided that any judgment or order that restrains, enjoins or otherwise prohibits or makes illegal the consummation of the transactions contemplated hereby, or any such temporary restraining order, preliminary or permanent injunction or other judgment or order must not have resulted from any litigation or proceeding filed by Buyer or its affiliates.

7.4 Buyer's Required Approvals. The Buyer's Required Approvals, in form and

substance satisfactory to Buyer in its sole discretion, shall have been obtained and be in full force and effect; provided that the absence of any appeals and applications for rehearing or reargument and the expiration of any appeal, rehearing or reargument period with respect to any of the foregoing shall not constitute a condition to Closing hereunder.

7.5 Seller's Deliverables. Seller shall have delivered, or caused to have been delivered, to Buyer each of the following (collectively, the "Seller's Deliverables") at or before the Closing:

- (a) a counterpart of the Bill of Sale duly executed by Seller;
- (b) a counterpart of the Operating Agreement duly executed by Seller;
- (c) resolutions of the board of directors of Seller certified by the Secretary, Assistant Secretary or other officer of Seller authorizing the execution and delivery of this Purchase Agreement and the consummation of the transactions contemplated hereby; and
- (d) a certificate of the Secretary, Assistant Secretary or other officer of Seller as to the incumbency of the Person executing this Purchase Agreement on behalf of Seller and the genuineness of such Person's signature.

8. SELLER'S CONDITIONS TO CLOSING

The obligation of Seller to consummate the Closing is subject to the fulfillment of each of the following conditions (except to the extent waived in writing by Seller in its sole discretion):

8.1 Buyer's Representations and Warranties. The representations and warranties made by Buyer in this Purchase Agreement shall have been materially true and correct as of the date of this Purchase Agreement and shall be materially true and correct as of Closing, provided that, except with respect to the representation and warranty in Section 5.5 Buyer shall have no liability to Seller for any such representation not being materially true and correct as of Closing due to occurrences, matters, events, facts or circumstances occurring after the date of this Purchase Agreement.

8.2 Buyer's Performance. Buyer shall have performed and complied, in all material respects, with the agreements, covenants and obligations required by this Purchase Agreement to be performed or complied with by Buyer at or before the Closing.

8.3 Orders and Laws. There shall not be any temporary restraining order, preliminary or permanent injunction or other judgment or order issued by any Governmental Authority of competent jurisdiction or other law restraining, enjoining or otherwise prohibiting or making illegal the consummation of the transactions contemplated by this Purchase Agreement; provided that any such judgment or order restrains, enjoins or otherwise prohibits or makes illegal the consummation of the transactions contemplated hereby, or any such temporary restraining order, preliminary or

permanent injunction or other judgment or order must not have resulted from any litigation or proceeding filed by Seller or its affiliates.

8.4 Seller's Required Approvals. The Seller's Required Approvals, in form and substance satisfactory to Seller in its sole discretion, shall have been obtained and be in full force and effect; provided that the absence of any appeals or applications for reargument or rehearing and the expiration of any appeal, reargument or rehearing period with respect to any of the foregoing shall not constitute a condition to Closing hereunder.

8.5 Buyer's Deliverables. Buyer shall have delivered, or caused to have been delivered, to Seller each of the following (collectively, the "Buyer's Deliverables") at or before the Closing:

- (a) a wire transfer of immediately available funds (to such account or accounts as Seller shall have given notice to Buyer not less than five Business Days prior to the Closing Date) in an amount equal to the Purchase Price;
- (b) a counterpart of the Bill of Sale duly executed by Buyer;
- (c) a counterpart of the Operating Agreement duly executed by Buyer;
- (d) resolution of the Common Council of Buyer certified by the Town Clerk, or other officer of Buyer authorizing the execution and delivery of this Purchase Agreement and the consummation of the transactions contemplated hereby; and
- (e) a certificate of the Town Clerk, or other officer of Buyer as to the incumbency of the Person executing this Purchase Agreement on behalf of Buyer and the genuineness of such Person's signature.

9. TERMINATION

9.1 Termination Prior To Closing.

- (a) This Purchase Agreement may be terminated at any time prior to the Closing by mutual written consent of Seller and Buyer.
- (b) This Purchase Agreement may be terminated at any time prior to the Closing by either Party upon written notice to the other Party if (i) any Governmental Authority of competent jurisdiction shall have issued an order, judgment or decree permanently restraining, enjoining or otherwise prohibiting the Closing, and such order, judgment or decree shall have become final and non-appealable or (ii) any statute, rule, order or regulation shall have been enacted or issued by any Governmental Authority (excluding the Buyer, if acting or attempting to act as a Governmental Authority) which, directly or indirectly, prohibits the consummation of the Closing; or (iii) the Closing contemplated hereby shall not have occurred on or before the first annual anniversary of the

date of this Purchase Agreement (the "Outside Date"); provided that the right to terminate this Purchase Agreement under this Section 9.1(b)(iii) shall not be available to any Party whose failure to fulfill any obligation under this Purchase Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before such date.

(c) This Purchase Agreement may be terminated at any time prior to the Closing by Buyer upon written notice to Seller.

(d) This Purchase Agreement may be terminated at any time prior to the Closing by Seller upon written notice to Buyer if any Seller's Required Approvals shall have been denied or shall have been granted but are not in form and substance satisfactory to Buyer in its sole discretion.

(e) This Purchase Agreement may be terminated at any time prior to the Closing by either Party upon written notice to the other Party if the other Party (the "Breaching Party") has materially breached or violated a representation, warranty, covenant or agreement hereunder so as to cause the failure of a condition to Closing set forth in Section 7 or Section 8, as applicable, and such breach (other than a breach of Buyer's obligation to pay the Purchase Price in accordance with the terms of Section 3, for which no cure period shall be allowed) has not been cured by the earlier of 30 days following written notice thereof or the Outside Date, provided that if such violation or breach is not capable of being cured within such 30 day period and such 30 day period shall have ended before the Outside Date, the Breaching Party shall have an additional period to cure that expires on the earlier of 30 days thereafter or the Outside Date.

9.2 Remedies Upon Termination Prior To Closing.

(a) If this Purchase Agreement is validly terminated prior to the Closing by a Party pursuant to Section 9.1(a), (b), (c) or (d) hereof, neither Party shall have any liability to the other Party arising from this Purchase Agreement.

(b) If this Purchase Agreement is validly terminated prior to the Closing by a Party pursuant to Section 9.1(e) hereof, such Party may pursue any remedies against the Breaching Party available under this Purchase Agreement or applicable law, subject to provisos in Sections 7.1 and 8.1 and subject to the limitation of liability set forth in Section 10.1(c) hereof.

10. LIMITATIONS OF LIABILITY AND WAIVERS

10.1 Limitation of Liability. Notwithstanding anything in this Purchase Agreement to the contrary, except in the case of a claim based on fraud or willful misconduct which shall not be subject to the following limitations:

(a) The representations and warranties in this Purchase Agreement shall

survive for a period of six months following the Closing Date and any claim by a Party that the other has breached or violated a representation or warranty must be made in writing and received by the Party against which the claim is made no later than the expiration of this survival period; provided that if written notice of such a claim has been given prior to the expiration of the survival period, then the claim may be prosecuted to resolution notwithstanding the expiration of the survival period;

(b) If a Party's breach or violation of a representation or warranty in this Purchase Agreement is not used by the other Party to validly terminate this Purchase Agreement prior to the Closing pursuant to Section 9.1(e), then the breaching Party's aggregate liability to the other Party for any and all breaches or violations of representations and warranties in this Purchase Agreement shall not exceed 10% of the Purchase Price; and

(c) The aggregate liability of a Party to the other Party in the event that the other Party validly terminates this Purchase Agreement prior to the Closing pursuant to Section 9.1(e) shall not exceed 100% of the Purchase Price.

10.2 Waiver of Other Representations and Warranties. THE STREET LIGHTING FACILITIES ARE BEING SOLD AND TRANSFERRED "AS-IS, WHERE-IS" CONDITION AND SUBJECT TO ALL FAULTS OF WHATEVER NATURE, AND, EXCEPT FOR THE REPRESENTATIONS OF SELLER EXPRESSLY SET FORTH IN SECTION 4 OF THIS PURCHASE AGREEMENT, SELLER HAS NOT MADE AND IS NOT MAKING ANY REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, CONCERNING THE STREET LIGHTING FACILITIES OR WITH RESPECT TO THIS PURCHASE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING, IN PARTICULAR WITH RESPECT TO THE STREET LIGHTING FACILITIES, THEIR DESIGN, MANUFACTURE, CONSTRUCTION, FABRICATION, CONDITION OR PERFORMANCE, INCLUDING, IN PARTICULAR, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR COMPLIANCE WITH ANY LAWS OR STANDARDS, INCLUDING THE NATIONAL ELECTRIC SAFETY CODE, THE NATIONAL ELECTRIC CODE, THE ILLUMINATING ENGINEERING SOCIETY OF NORTH AMERICA, THE OCCUPATIONAL SAFETY AND HEALTH ACT AND ANY RULES OR REGULATIONS THEREUNDER, WHETHER OR NOT SELLER KNOWS OR HAS REASON TO KNOW OF ANY SUCH PURPOSE OR VIOLATION AND WHETHER ALLEGED TO ARISE BY OPERATION OF LAW OR BY ANY APPLICABLE CUSTOM OR USAGE IN THE TRADE OR INDUSTRY OR BY A COURSE OF DEALING BETWEEN THE PARTIES, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED BY SELLER.

10.3 Waivers of Certain Remedies. EXCEPT FOR A PARTY'S LIABILITY TO THE OTHER PARTY PURSUANT TO SECTION 6.4 HEREOF, NOTWITHSTANDING ANYTHING IN THIS PURCHASE AGREEMENT TO THE

CONTRARY, NO PARTY SHALL BE LIABLE FOR SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INDIRECT DAMAGES OR LOST PROFITS, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, ARISING FROM THIS PURCHASE AGREEMENT OR THE BREACH OR VIOLATION THEREOF.

11. MISCELLANEOUS

11.1 Notices.

Except as otherwise indicated herein, all notices required or permitted to be given by either Party to the other shall be in writing and shall be sent by fax or email and also sent by regular mail, or by overnight delivery service, hand delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

If Buyer, to:

with a copy to:

If Seller, to:

Central Hudson Gas & Electric
284 South Avenue
Poughkeepsie, NY 12601
Attention: Director – Real Property Services

with a copy to:

Central Hudson Gas & Electric
284 South Avenue
Poughkeepsie, NY 12601
Attention: General Counsel

or to such other addresses or persons as the Parties may hereinafter designate by a notice to the other pursuant to this Section 11.1. Notices shall be deemed delivered or given and become effective five (5) Business Days after mailing, if mailed as aforesaid, or upon actual receipt if otherwise transmitted or delivered.

11.2 Entire Agreement. This Purchase Agreement supersedes all prior agreements between the Parties, their predecessors in interest and such predecessors' assignees, for maintenance and placement of lights, equipment and facilities by the Buyer on Central Hudson's Street Lighting Facilities as contemplated by this Purchase Agreement. This

Purchase Agreement may not be modified or amended, except in writing signed by the duly authorized representatives of the Parties.

11.3 Waiver. Failure to enforce or insist upon compliance with any of the terms or conditions of this Purchase Agreement shall not constitute a waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

11.4 Amendment. This Purchase Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each Party.

11.5 Force Majeure. Neither Party shall be held liable for any delay or failure in performance of any part of this Purchase Agreement to the extent that such failure or delay is caused by Acts of God, acts of civil or military authority, government regulations, embargoes, accidents, floods, strikes, power blackouts, volcanic action, or other environmental disturbances, unusually severe weather conditions, or acts or omissions of transportation or common carriers or causes beyond the control of the Party ("Force Majeure"). If any Force Majeure condition occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take reasonable steps to correct the Force Majeure condition. During the pendency of the Force Majeure, the duties of the Parties under this Purchase Agreement affected by the Force Majeure condition shall be abated and shall resume without liability thereafter. Notwithstanding anything herein to the contrary, under no circumstances shall Licensee be able to avoid or delay any payment or financial obligations hereunder by claiming that a Force Majeure condition exists. The provisions of this Section 11.5 shall not apply to any such payment or financial obligations of Buyer.

11.6 Successors and Assigns. The terms and provisions contained in this Purchase Agreement shall be binding on and inure to the benefit of the parties hereto and their successors. This Purchase Agreement is non-assignable.

11.7 Headings. The headings used in this Purchase Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

11.8 Severability. If any provision of this Purchase Agreement is unenforceable under any applicable law or is held to be invalid, such unenforceability or invalidity shall not affect any other provision hereof, and this Purchase Agreement shall be construed as if such unenforceability or invalid provision had never been contained herein.

11.9 Counterparts; Fax. This Purchase Agreement may be executed in counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement. Any fax or electronically transmitted copies hereof or signature hereon shall, for all purposes, be deemed originals.

11.10 Governing Law; Jurisdiction; Waiver of Jury Trial.

(a) This Purchase Agreement shall be governed by and construed in accordance with the Law of the State of New York, without giving effect to any conflict or choice of law provision that would result in the application of another state's Law.

(b) Each of the Parties hereby submits to the exclusive jurisdiction of the State courts located in Poughkeepsie (Dutchess County) in the State of New York and the Federal courts located in the City of White Plains in the State of New York with respect to any action or proceeding relating to this Purchase Agreement and the transactions contemplated hereby.

EACH OF THE PARTIES IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR PROCEEDING RELATING TO THIS PURCHASE AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY.

IN WITNESS WHEREOF, the Parties hereto have caused this Purchase Agreement to be executed by their duly authorized officers and attested by their respective secretaries as of the day and year first above written.

CENTRAL HUDSON GAS & ELECTRIC CORPORATION

By: _____ Attest: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

_____(BUYER)

By: _____ Attest: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

WHEREAS, the County of Orange on behalf of the Orange County Office for the Aging has presented the 2023 Lease Agreement for the Senior Dining Program for the Elderly between the County and the Town, and

WHEREAS, it is in the best interests of the Town to enter into the Agreement with the County,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Town Board hereby agrees to enter into the annexed agreement between the County of Orange and the Town for the 2023 Senior Dining Program for the Elderly.
2. The Town Board hereby authorizes the Supervisor to execute the agreement and forward the same to the County of Orange.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Virginia A. Scott, Councilwoman, voting _____

J. Kerry McGuinness, Councilman, voting _____

Timothy I. McCarty, Councilman, voting _____

Rokhsa Michael-Razi, Councilwoman, voting _____

Joshua Wojehowski, Supervisor, voting _____

LEASE AGREEMENT

This **LEASE AGREEMENT** (“Agreement”), effective as of the 1st day of January, 2023, by and between the **TOWN OF CORNWALL**, a municipal corporation with offices at 183 Main Street, Cornwall, Orange County, New York 12518 (the “Town”), and the **COUNTY OF ORANGE**, a municipal corporation with offices at 255-275 Main Street, Goshen, New York 10924 (the “County”), on behalf its **OFFICE FOR THE AGING**, having its principal office at 18 Seward Avenue, Middletown, New York 10940 (“OCOFA”) (OCOFA may also be included in references to the County herein). The Town and the County may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, OCOFA conducts a program under which eligible County residents age sixty (60) and over (the “Participants”) are provided with a nutritious noontime meal in a congregate setting, which provides the Participants an opportunity for socialization, recreation and health promotion, including nutrition education and counseling with a registered dietician (the “Senior Dining Program”);

WHEREAS, the Senior Dining Program is operated at various locations throughout the County (each referred to as a “Congregate Site”); and

WHEREAS, OCOFA is desirous of securing a Congregate Site within the Town which is handicapped accessible and has (a) a proper functioning kitchen to heat/reheat food and maintain chilled foods at proper temperatures in accordance with the New York State Office for the Aging Nutrition Standards, (b) dining area and sufficient available space for certain services and activities for Participants, (c) lavatories, (d) sufficient available storage space, and (e) sufficient available parking space for Participants and OCOFA staff (collectively, the “Criteria”);

WHEREAS, the Lessor is the fee owner of certain improved real property being, lying and situated in the Town of Cornwall, County of Orange, State of New York, having a tax map section, lot and block number of 19-1-24, and an address of 183 Main Street, Cornwall, New York 12518, and which is commonly referred to as “Munger Cottage,” which meets the Criteria;

WHEREAS, the Town desires to lease certain portions of Munger Cottage to OCOFA to be utilized for the Senior Dining Program and the Health Insurance, Information, Counseling and Assistance Program (“HIICAP”), and OCOFA desires to lease those certain portions of Munger Cottage from the Town, for the period of one (1) year, starting January 1, 2023 and continuing through December 31, 2023, upon the terms and conditions as contained herein.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are hereby incorporated into this Agreement.

2. The term of this Agreement shall be one (1) year, commencing on the 1st day of January 2023 and ending at 11:59 PM on the 31st day of December 2023 (the “Term”), unless sooner terminated as provided herein.

3. OCOFA shall lease from the Town the following portions of Munger Cottage: kitchen, dining room, office, storage room, and the room commonly known as the “Packing Room” (collectively, “Leased Premises”).

4. OCOFA shall have exclusive use and occupancy of the office and storage room without limitation during the Term, unless otherwise mutually agreed to in writing by the Parties hereto. OCOFA shall have exclusive use and occupancy of the kitchen and dining room during the Term for purposes of operating the Senior Dining Program Monday through Friday between the hours of 9:30 AM and 2:00 PM, with the exception of those days which are County holidays, those days on which there is inclement weather causing a cancellation of the Senior Dining Program, or as otherwise mutually agreed to in writing by the Parties hereto. OCOFA shall have exclusive use and occupancy of the Packing Room during the Term for purposes of operating HIICAP during the regularly scheduled hours of operation of the Senior Dining Program (as set forth in this Paragraph 4) and at such other and further times as needed upon verbal notice to the Town, by and through its officials, employees, representatives and/or agents. The Town acknowledges and agrees that OCOFA, its officials, employees, agents and contractors/subcontractors are permitted to enter and be in the Leased Premises on days and times in addition to those set forth in this Paragraph 4 for purposes including, but not limited to, preparation and set-up for, and clean-up following the Senior Dining Program; repair/maintenance of OCOFA-owned equipment; and cleaning/maintenance of kitchen exhaust system.

5. The Parties hereto designate the following areas of Munger Cottage as “Common Areas” under this Agreement: (a) adjoining parking area(s), sidewalks and pedestrian paths; (b) restrooms (including the hallways and areas which connect the Leased Premises to those restrooms); and (c) entrances/exits. The Town acknowledges and agrees that OCOFA, its officials, employees, agents and contractors/subcontractors, participants in the Senior Dining Program and participants in HIICAP shall be permitted to use the Common Areas under this Agreement at no additional charge to OCOFA.

6. The Town agrees that OCOFA is permitted to install in the Leased Premises any and all necessary communication equipment to allow for telephone and internet service for the OCOFA’s use. The Town acknowledges and agrees that OCOFA shall have the right to choose the telephone and internet service provider without input from or the consent of the Town.

7. The Town agrees and acknowledges that OCOFA is permitted to bring, store and install in the Leased Premises any and all equipment and supplies that are necessary to the operation of the Senior Dining Program and HIICAP. Any equipment so brought upon or installed in the Leased Premises may be removed by OCOFA at any time during, or at the expiration of the Term. In the event that OCOFA installs equipment in the Leased Premises in a manner that is considered to make such equipment a permanent fixture of the Leased Premises, the Town shall have the option to purchase such equipment at the expiration of the Term at the

then-current value as determined by the Orange County Department of General Services. If the Town chooses to exercise such option, it shall execute all documents necessary to effectuate the transfer of ownership of the equipment from OCOFA to the Town.

8. The Town shall be responsible for any loss or damage to any and all OCOFA-owned equipment and supplies brought, stored or installed in the Leased Premises caused, either directly or indirectly, by the acts, conduct, omissions or lack of good faith of the Town, its officials, employees, agents, or contractors/subcontractors. In the event that any such OCOFA-owned equipment or supplies is lost or damaged, then OCOFA shall have the right to withhold further Rent due hereunder for the purposes of set-off in sufficient sums to cover such loss or damage. The rights and remedies of OCOFA provided in this Paragraph 8 shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

9. The Town, except as otherwise provided herein, shall maintain the Leased Premises and the Common Areas in a neat and clean condition and in good repair, and shall comply with all statutes, ordinances and governmental regulations appurtenant thereto, including but not limited to fire, health and safety codes and other related rules and regulations. The Town shall be responsible for keeping the sidewalks, pedestrian paths, hallways, passages, stairs and entrances/exits free from any obstructions. The Town shall promptly perform all repairs and maintenance of the Leased Premises and the Common Areas at its sole cost and expense. The Town shall be responsible for the annual maintenance of all Town-owned fire safety equipment contained within the Leased Premises and the Common Areas. The Town is responsible for the cleaning and maintenance of the restrooms, and shall provide all necessary supplies (i.e. toilet paper, hand soap, paper towels/hand dryer, etc.) at its sole cost and expense.

10. OCOFA shall maintain the storage room, office and Packing Room in a neat and clean condition during the Term. OCOFA shall be responsible for the cleaning and sanitation of the kitchen and the dining room following the conclusion of the Senior Dining Program. OCOFA shall be responsible for pest control service of the Leased Premises during the Term. OCOFA shall be responsible for the maintenance, repair and cleaning of any and all OCOFA-owned equipment located in the Leased Premises (i.e. stove/range, fire suppression system). OCOFA shall also be responsible for the cleaning and maintenance of the kitchen exhaust system.

11. The Town represents that it is self-insured for at least \$1,000,000.00. Application of this self-insurance shall occur only with respect to liability resulting from injuries to persons or property arising out of and due solely to the actual negligence of the Town, its officials, employees or agents.

12. OCOFA represents that it is self-insured for \$1,000,000.00. Application of this self-insurance shall occur only with respect to liability resulting from injuries to persons or property arising out of and due solely to the actual negligence of the County, its officials, employees or agents, related solely to OCOFA's use of the Leased Premises for the Senior Dining Program.

13. The Town will defend, indemnify and hold harmless OCOFA against all loss,

damage, and liability resulting from injuries to persons or property (including the equipment and supplies of OCOFA brought into, stored or installed in the leased Premises necessary for the operation of the Senior Dining Program and HIICAP) arising directly or indirectly from the acts, conduct, omissions or lack of good faith of the Town, its officials, agents, servants, contractors or employees.

14. OCOFA will indemnify and hold harmless the Town against all loss, damage, and liability resulting from injuries to persons or property arising out of and due solely to the actual negligence of OCOFA, its officials, agents, servants or employees related to the use of the Leased Premises for the Senior Dining Program and HIICAP.

15. OCOFA shall pay to the Town, at its address listed above, annual rent of \$15,400.00, payable in eleven (11) monthly installments of \$1,283.33 and one (1) monthly installment of \$1,283.37 during the Term (the "Rent"). The Rent includes heat, electric, water and sewer, snow and ice removal (from the parking area(s), sidewalks, pedestrian paths and entrances/exits), general custodial services and the provision of a dumpster into which any and all kitchen and/or miscellaneous waste generated by the Senior Dining Program may be deposited. The Town acknowledges, understands and agrees that all payments to be made under this Agreement are expressly subject to the availability of Federal/State/County funds, and that OCOFA shall have no liability to the Town beyond the amounts made available in applicable Federal/State/County budgets regardless of the amounts stated in this Paragraph 15.

16. In the event that the Town fails to comply with any of the terms or conditions of this Agreement, OCOFA may terminate this Agreement by written notice to the Town, effective upon the date of depositing such notice in the mail of the U.S. Postal Service, addressed to the Town at the address stated in the opening paragraph of this Agreement, postage prepaid.

17. Either Party may terminate this Agreement upon sixty (60) days' written notice (the "Termination Notice") to the other Party. The date of termination for purposes of this Paragraph 17 shall be the sixty-first (61st) day following the date of depositing the Termination Notice effective upon the date of depositing such notice in the mail of the U.S. Postal Service, addressed to the other Party at the address stated in the opening paragraph of this Agreement, postage prepaid.

18. Notwithstanding the foregoing, the Parties may mutually agree in writing to terminate this Agreement, which termination shall be effective on the date specified in the Parties' written agreement.

19. The Parties may mutually agree, in writing, to renew this Agreement upon the same terms and conditions set forth herein for up to four (4) additional periods of one (1) year each.

20. Neither Party may assign its rights, interest or obligations under this Agreement without the prior written consent of the other Party. No subsequent amendment to this Agreement shall be binding upon the Town or OCOFA unless reduced to writing and duly executed by both the Town and OCOFA.

21. This Agreement contains all the promises, inducements, agreements, conditions and understandings between the Town and OCOFA relative to the subject of this Agreement and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, between them other than those set forth herein.

22. In the event any provision or portion of any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction as applied to any fact or circumstance, the remaining provisions and portions of this Agreement and the same provision as applied to any other fact or circumstance shall not be affected or impaired thereby, and shall remain valid and enforceable.

23. No failure of any Party to exercise any right or remedy given such Party under this Agreement or otherwise available to such Party or to insist upon strict compliance by any other Party with its obligations hereunder, and no custom or practice of the Parties in variance with the terms hereof, shall constitute a waiver of any Party's right to demand exact compliance with the terms hereof, unless such waiver is set forth in writing and executed by such Party.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the date last set forth below, to be effective as of January 1, 2023.

COUNTY:
COUNTY OF ORANGE

TOWN:
TOWN OF CORNWALL

By: _____
STEVEN M. NEUHAUS
COUNTY EXECUTIVE

By: _____
JOSHUA T. WOJEHOWSKI
SUPERVISOR

Date: _____

Date: _____

**COUNTY OF ORANGE
DEPARTMENT FOR THE AGING**



30 Harriman Drive
Goshen, New York 10924-2410
(845) 291-2604
FAX (845) 291-2628

MEMORANDUM

To: All Contracted Vendors
From: Joseph J. Malfa, Fiscal Manager
Date: 11/14/2023
Subject: Insurance Requirements

Please note the following insurance guidelines for vendors providing services for the Orange County Office For the Aging

The minimum requirements for insurance are as follows:

Type of Coverage	Limits of Coverage
Worker's Compensation	Statutory
Disability Benefits	Statutory
Professional Liability	\$1,000,000 each occurrence
(if commercially available for your profession)	\$3,000,000 aggregate

The certificate holder is to be addressed as follows:

County of Orange
C/O Orange County Office For the Aging
40 Matthews Street, 3rd Floor, Suite 305
Goshen, NY 10924

County of Orange or the certificate holder (as written above) is to be listed as **additional insured** with respects to liability and the work performed for Orange County. Professional liability is required for anyone who provides counseling services. If professional liability is listed on a separate certificate no additional insured statement is required.

Insurance coverage is required for the length of the contract. It is the responsibility of the vendor to provide updated insurance certificates upon expiration.

The following is a list of accepted forms:

Employer's Liability, General Liability, Professional Liability, Automobile Coverage

- A) ACORD form 25-S is acceptable proof of Coverage.

Workers' Compensation Requirements under Workers' Compensation Law §57

- A) CE-200 (replaces WC/DB-100), Certificate of Attestation of Exemption From New York State Workers' Compensation and/or Disability Benefits Insurance Coverage. Starting December 1, 2008, ONLY applicants eligible for exemptions must file a new CE-200 for each and every new or renewed permit, license or contract issued by a government agency. Each CE-200 will specifically list the issuing government agency and the specific type of permit, license or contract requested by the applicant..

An instruction manual that will further clarify the requirements, including instructions for the CE-200 exemption form, is available to download at the Workers' Compensation Board's website, www.wcb.ny.gov. Once you are on the website, click on Employers/Businesses, then Business Permits/Licenses/Contracts; from there, click on Instruction Manual for Businesses Obtaining Permits/Licenses/Contracts.

OR

- B) C-105.2 -- Certificate of Workers' Compensation Insurance. **PLEASE NOTE:** The State Insurance Fund provides its own version of this form, the U-26.3; **OR**
- C) SI-12 -- Certificate of Workers' Compensation Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247), **OR** GSI-105.2 -- Certificate of Participation in Worker's Compensation Group Self-Insurance (the business's Group Self-Insurance Administrator will send this form to the government entity upon request).

Disability Benefits Requirements under Workers' Compensation Law §220(8)

- A) CE-200 (replaces WC/DB-100), Certificate of Attestation of Exemption From New York State Workers' Compensation and/or Disability Benefits Insurance Coverage. Starting December 1, 2008, ONLY applicants eligible for exemptions must file a new CE-200 for each and every new or renewed permit, license or contract issued by a government agency. Each CE-200 will specifically list the issuing government agency and the specific type of permit, license or contract requested by the applicant..

An instruction manual that will further clarify the requirements, including instructions for the CE-200 exemption form, is available to download at the Workers' Compensation Board's website, www.wcb.ny.gov. Once you are on the website, click on Employers/Businesses, then Business Permits/Licenses/Contracts; from there, click on Instruction Manual for Businesses Obtaining Permits/Licenses/Contracts.

OR

- B) DB-120.1 -- Certificate of Disability Benefits Insurance; **OR**
- C) DB-155 -- Certificate of Disability Benefits Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247).

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

See instructions on next page before completing this form.

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle): No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle): No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-responsibility: _____

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above names individual or entity due to the intentional provision of false or incomplete information? (Please circle): No Yes

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

Offeror certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____
Signature

**Instructions for Completing the
Offeror Disclosure of Prior Non-Responsibility Determinations**

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provisions of false or incomplete information to a Governmental Entity. The terms "Offeror" and "Governmental Entity" are defined in State Finance Law §139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offeror that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offeror is necessary to protect public property or public health safety, and that the Offeror is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j(10)(b) and 139-k(3).

Instructions:

The County of Orange includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplemental or Change Order. This document must accompany each Bid Form, Letter of Interest, or Proposal submitted by all Offerors.

IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012 ("Act"), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities List") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL § 165-a(3), the Prohibited Entities List may be found on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Pursuant to General Municipal Law §103-g, by signing below, Offeror certifies as true under the penalties of perjury that:

By submission of this proposal each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Offeror is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Offeror cannot make the certification, the Offeror shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The County may award a contract to an Offeror who cannot make the required certification on a case-by-case basis if:

- 1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- 2) The County makes a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the Contract, should the County receive information that a person is in violation of the above-referenced certifications, the County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The County reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

DATE

SIGNATURE

BUSINESS NAME

NAME

TITLE



COUNTY OF ORANGE / Department of General Services

STEVEN M. NEUHAUS
County Executive

22 WELLS FARM ROAD
GOSHEN, NEW YORK 10924
TEL: (845) 291-2792
FAX: (845) 360-7206

TO: Potential Contractors with Orange County, NY
FROM: James Burpoe, Commissioner of General Services
DATE: June 19, 2017
RE: Orange County, New York's Pay-to-Play Law.

Thank you for your interest in contracting with Orange County, NY.

Please know that Orange County has enacted Local Law No. 13 of 2013, as amended, and known as "Pay-to-Play", which prohibits the making of certain contracts with entities or persons which have made campaign contributions **on or after January 1, 2014** above a certain level to County Legislators, the County Executive, the Sheriff, the District Attorney, or the County Clerk, if that contract must be approved or voted on by such individual.

Exemptions from the Pay-to-Play law:

1. Contracts that do not fall under the definition of contracts under the Law (e.g. licenses).
2. Contracts with a political subdivision of the state of New York, school districts or state or federal governments.
3. Contracts which are issued as:
 - a. Project Labor Agreements;
 - b. Contracts required to be awarded to the lowest bidder under New York State law;
 - c. Early Intervention and/or Pre-School Special Education contracts required to be entered into pursuant to New York State law;
 - d. Contracts between parents/legal guardians/or their designees and the County for transporting children to an Early Intervention and/or Pre-School Special Education provider;
 - e. Procurements authorized by General Municipal Law §103(3) (purchase through another New York state county's contract);
 - f. Procurements authorized by General Municipal Law §104 (purchases through the New York State Office of General Services);
 - g. Procurements authorized by General Municipal Law §103(16) (piggyback contracts through other governmental entities);
 - h. Contracts awarded to Preferred Sources as authorized by State Finance Law §162;
 - i. Sole Source or Single Source provider contracts;
 - j. Contracts awarded to a contractor of another unit of government, which is passing through funds of that other unit of government or acting on behalf of the other unit of government; or
 - k. Emergency Contracts.
4. Any campaign donation made prior to January 1, 2014.

For those contracts Pay-to-Play applies to, prior to awarding a contract, the law requires the County to run various names associated with your "Professional Business Entity" (as defined in Section 2(d) of the law), through a campaign donor database to confirm that campaign contributions from the Professional Business Entity were not in excess of those permitted by Pay-to-Play. To accomplish this, you will need to supply particular information to the County relative to your Professional Business Entity.

Please return FORM A with your quote/bid/proposal/qualifications/application/etc.. This is the form which discloses information about your Professional Business Entity. Please know that if a disqualifying campaign contribution was made, that can be cured by requesting, and receiving, a return of the excess contribution within thirty (30) days of the date of the request.

If you are awarded a contract, please sign and return with your signed contract, **FORM B** – a Campaign Contribution Statement.

Should you desire a copy of the Pay-to-Play Local Law, please call the Department of General Services at (845) 291-2792 or visit <http://orangecountygov.com/content/124/1332/1392/default.aspx>.

FORM A

TO BE RETURNED WITH QUOTE/PROPOSAL/QUALIFICATIONS/APPLICATION/ETC.

The Orange County Pay-to-Play Law applies to Professional Business Entities who contract with Orange County, **except:**

1. Contracts that do not fall under the definition of contracts under the Law (e.g. licenses).
2. Contracts with a political subdivision of the state of New York, school districts or state or federal governments.
3. Contracts which are issued as:
 - a. Project Labor Agreements;
 - b. Contracts required to be awarded to the lowest bidder under New York State law;
 - c. Early Intervention and/or Pre-School Special Education contracts required to be entered into pursuant to New York State law;
 - d. Contracts between parents/legal guardians/or their designees and the County for transporting children to an Early Intervention and/or Pre-School Special Education provider;
 - e. Procurements authorized by General Municipal Law §103(3) (purchase through another New York state county's contract);
 - f. Procurements authorized by General Municipal Law §104 (purchases through the New York State Office of General Services);
 - g. Procurements authorized by General Municipal Law §103(16) (piggyback contracts through other governmental entities);
 - h. Contracts awarded to Preferred Sources as authorized by State Finance Law §162;
 - i. Sole Source or Single Source provider contracts;
 - j. Contracts awarded to a contractor of another unit of government, which is passing through funds of that other unit of government or acting on behalf of the other unit of government; or
 - k. Emergency Contracts.
4. Any campaign donation made prior to January 1, 2014.

The definition of Professional Business Entity under the law is: "an individual, person, firm, corporation, professional corporation, partnership, organization, union, or association in the rendering of any work contracted through the County. The definition of a Professional Business Entity includes all principals who own 10% or more of the equity in the corporation or business trust, partners, officers in the aggregate, as well as any subsidiaries directly controlled by the Professional Business Entity. The term Professional Business Entity does not include a political subdivision of the state of New York (i.e., municipalities), school districts, state and/or federal governments."

Please provide the following information AS APPLICABLE to your Professional Business Entity. Please attach additional pages as necessary and note the attachment in the response below:

1. The name and business address of your Professional Business Entity (if your business is a partnership, limited liability partnership or joint venture, please list all partners and Entity names and addresses):

2. If your entity is a Corporation or Business Trust, list the names and addresses of owners of 10% or more of the equity:

3. If your Entity is a Corporation, Professional Corporation, Limited Liability Company or Business Trust, list all officers' names and addresses (include for each Entity in a joint venture):

4. The name(s) and address(es) of any subsidiary directly controlled by your Professional Business Entity are:

Signature

Date

Print Name

Title

FORM B - CAMPAIGN CONTRIBUTIONS STATEMENT

MUST BE SUBMITTED PRIOR TO EXECUTION OF A CONTRACT BY THE COUNTY.

This sworn (or affirmed) statement is made under penalty of perjury.

_____ being duly sworn, deposes and says:

(Print Signatory's Name)

1. I am making this affidavit as part of the contractual obligation between the Professional Business Entity (as defined by Section 2(d) of the Orange County, New York "Pay-to-Play" local law) identified below, and the County of Orange New York ("County").
2. I acknowledge that I am signing this affidavit on behalf of the Professional Business Entity identified below.
3. I understand that this is an affidavit sworn to under penalty of perjury and, if false, may lead to criminal and/or civil action against me and/or the Professional Business Entity.
4. I am familiar with the County's Orange County, New York Pay-to-Play Local Law (the "Law"), which has been made available to me.
5. With the except of campaign contributions made prior to January 1, 2014, the Professional Business Entity identified herein has not knowingly made a campaign contribution in violation of the Law during the four (4) years preceding the date of execution of this statement, and has not made or solicited contributions through intermediaries, third parties, or immediate relatives for the purposes of concealing the source of the contribution during that same four (4) year period.
6. I am duly authorized to certify, under penalty of perjury, on behalf of the Professional Business Entity that the Professional Business Entity:
 - (i) has not knowingly made a contribution in violation of the Law during the four (4) years preceding the date of this certification (excluding contributions made prior to January 1, 2014 per the exemption in Section 4 of the Law); and,
 - (ii) has not made or solicited contributions through intermediaries, third parties, or immediate relatives for the purpose of concealing the source of the contribution during that same four (4) year time period (excluding contributions made prior to January 1, 2014 per the exemption in Section 4 of the Law).
7. I understand that any Professional Business Entity that submits a false Contribution Statement to the County will have its contract with the County declared null and void and will be disqualified from being awarded any contract with the County for a period of four (4) years from the date of filing of the false sworn Contributions Statement and the matter shall be referred to the District Attorney for prosecution.
8. I acknowledge and agree, on behalf of the Professional Business Entity submitting this Form, that the Professional Business Entity has a continuing duty to report any violation of the Law that may occur during the solicitation process, negotiation, or duration of a contract.

9. I understand that any Professional Business Entity which violates Section 3 of the Law shall be in material breach of the terms of the contract, that the contract may be terminated, and the County Attorney shall seek damages against the Professional Business Entity as provided for in the contract.

10. I understand that any Professional Business Entity who violates Section 3 of the Law shall be disqualified from eligibility for submission of proposals, bids, quotes or applications for future contracts for a period of four (4) calendar years from the date of such violation.

11. By executing this certification, the Professional Business Entity agrees that, per Section 10 of the Law, the "regulatory and penalty provisions" of the Law are incorporated by reference into its contract with the County.

Print Name of Professional Business Entity

Signature

Date

Print Name

Title

STATE OF _____

SS:

COUNTY OF _____

The undersigned issued an oath or affirmation to the above signed wherein the above signed solemnly swore that the contents of this affidavit subscribed by such person are true and correct or alternatively that such person solemnly, sincerely and truly declared and affirmed that the statements made by the above signed are true and correct.

Notary Public

My Commission Expires

Date

WHEREAS, the Town of Cornwall receives Emergency Medical Services through the New Windsor Volunteer Ambulance Corps ("NWVAC"); and

WHEREAS, the most efficient and practical way to dispatch NWVAC for EMS Service in the Town of Cornwall is through the dispatch service provided by the Town of New Windsor; and

WHEREAS, the Town of Cornwall and the Town of New Windsor have negotiated and prepared a proposed intermunicipal agreement for provision of EMS dispatching services by the Town of New Windsor, a copy of which is annexed hereto; and

WHEREAS, the Town Board wishes to enter into the said agreement;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Town Board does hereby approve the intermunicipal agreement for provision of EMS dispatching services by the Town of New Windsor; and
2. That the Town Board authorizes the Supervisor to execute the same and any documents necessary to carry out the terms of the same.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Virginia A. Scott, Councilwoman, voting _____

J. Kerry McGuinness, Councilman, voting _____

Timothy I. McCarty, Councilman, voting _____

Rokhsa Michael-Razi, Councilwoman, voting _____

Joshua Wojehowski, Supervisor, voting _____

INTERMUNICIPAL AGREEMENT FOR
EMERGENCY MEDICAL SERVICE DISPATCHING SERVICES

THIS AGREEMENT, made and entered into effective the ___ day of December, 2022, by and between the TOWN NEW WINDSOR, a municipal corporation of the State of New York, with offices located at Town Hall, 555 Union Avenue, New Windsor, New York 12553 (on behalf of the New Windsor Police Department), and the TOWN OF CORNWALL, a municipal corporation of the State of New York with offices located at Town Hall, 183 Main Street, Cornwall, New York 12518;

W I T N E S S E T H;

WHEREAS, the TOWN OF NEW WINDSOR operates the New Windsor Police Department (the "Police Department"); and

WHEREAS, the Police Department provides Emergency Medical Service ("EMS") dispatching services in the TOWN OF NEW WINDSOR; and

WHEREAS, EMS service is provided in the Town of New Windsor through the New Windsor Volunteer Ambulance Corps ("N WVAC"); and

WHEREAS, N WVAC also provides EMS service in the TOWN OF CORNWALL, including the Village of Cornwall-on-Hudson; and

WHEREAS, in order to provide timely and efficient EMS dispatches to N WVAC for the EMS service that it provides in the TOWN OF CORNWALL and the Village of Cornwall-on-Hudson, it is necessary and desirable that dispatching service be provided by and through the Police Department; and

WHEREAS, in light of the above-stated circumstances the TOWN OF CORNWALL wishes to contract with the TOWN OF NEW WINDSOR for EMS dispatching services by the Police Department for EMS service within the TOWN OF CORNWALL through N WVAC; and

WHEREAS, the TOWN OF NEW WINDSOR is willing to provide such EMS dispatching services through its Police Department in return for a payment of Thirteen Thousand and 00/100 Dollars (\$13,000) per year, to be prorated for the year 2022;

NOW, THEREFORE, in consideration of the mutual promises and undertakings recited below, the parties hereto agree as follows:

1. The term of this Agreement shall be from January 1, 2023 to December 31, 2025.
2. During the term hereof, the TOWN OF NEW WINDSOR Police Department will provide EMS dispatching services for the provision EMS service by N WVAC, within the TOWN OF CORNWALL and the Village of Cornwall-on-Hudson twenty-four hours a day, seven days a week, year-round. The TOWN OF NEW WINDSOR Police Department shall

maintain sufficient employees in its Police Department to provide such EMS dispatching services.

3. The obligation to provide EMS dispatching services hereunder shall be performed under the same public duty standard as applies to provision of any public service, and this Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

4. (A.) The TOWN OF CORNWALL shall also pay the TOWN OF NEW WINDSOR prorated total of Six Thousand and 00/100 Dollars (\$6,000.00) for the EMS dispatching services rendered during the 2022 calendar year, which amount shall be due upon execution of this Agreement.

(B.) For the year 2023 the TOWN OF CORNWALL shall pay the TOWN OF NEW WINDSOR a total of Thirteen Thousand and 00/100 Dollars (\$13,000), and for each year thereafter the said sum shall increase by 5% per year. Payment for 2023 shall be due on the first business day of the year or upon execution of this Agreement by all parties, whichever is later. Payment for all subsequent years shall be due on the first business day in January of the year for which the payment is being made.

5. It is understood and agreed that, in providing EMS dispatch services for the TOWN OF CORNWALL, the TOWN OF NEW WINDSOR is acting as an independent contractor and is not subject to any direction or control in any manner by the TOWN OF CORNWALL. The TOWN OF CORNWALL shall be added as additional named insureds on the TOWN OF NEW WINDSOR's General Liability Insurance policy in regard to provision of EMS dispatching services with limits of no less than \$1,000,000. A certificate of such insurance shall be provided to the TOWN OF CORNWALL upon execution of this Agreement.

6. Either party to this Agreement may terminate it, with or without cause, upon provision of not less than ninety (90) days' written notice to the other party to be sent to the above-listed addresses via certified mail. Provided that the termination date of this Agreement shall take place on the last day of the month. In the event of termination, the annual contract payment shall be pro rated based upon the months of service provided and any funds in excess of the pro rated amount due shall be returned to the TOWN OF CORNWALL.

7. This Agreement constitutes the entire understanding between the parties and supersedes and replaces in all respects any and all prior contracts, agreements and/or understandings, whether formal or informal, oral or written, among the parties with respect to the subject matter hereof. This Agreement may only be amended or modified by a writing signed by all parties hereto.

8. This Agreement may be signed in counterparts, and a copy containing all counterpart signatures shall constitute the single original document.

9. This Agreement shall be governed by the laws of the State of New York.

10. This Agreement has been drafted mutually by the parties hereto, and no term or provision of this Agreement shall be construed against any party merely by the fact that such party or its counsel took part in drafting the same.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written by the parties hereto through their respective Supervisors as duly authorized by their respective Town Boards.

TOWN OF NEW WINDSOR

TOWN OF CORNWALL

By: Supervisor George Meyers

By: Supervisor Joshua Wojehowski

Signature _____

Signature _____

December 14, 2022

Town of Cornwall
183 Main St
Cornwall, NY 12518
Attention: Pam Wood

Re: Town of Cornwall Continental Road Culvert Contract 1B

Dear Pam Wood,

On behalf of Advance Testing, I would like to thank you for giving us the opportunity to submit a proposal for the Town of Cornwall Continental Road Culvert Contract 1B.

I have attached a fee schedule and contract for your review. If you have any questions or would like more information, please do not hesitate to contact me at (845) 496-1600 ext. 238 or email me at adimarco@advancetesting.com.

Thank you again for considering Advance Testing.

Sincerely,



Anthony DiMarco
Business Development Associate

CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES

Pam Wood
Town of Cornwall
December 14, 2022

Town of Cornwall Continental Road Culvert Contract 1B
Proposal #P22_1485_RevA

FEE SCHEDULE

Technician Type*:	Half Day Rate	Full Day Rate
Bearing Capacity Inspector	\$ 465.00	\$ 880.00

Other Services:	Rate
Professional Engineer (<i>if needed</i>), per hour	\$ 225.00

***Technician Notes:**

- Rate is per each inspector, Monday-Friday. Half day rate includes travel time, mileage, and up to four hours of time on site. Full day rate includes travel time, mileage, and up to eight hours of time on site. Overtime and Saturday rates will be charged at 1.5 times the regular rate. Sunday and Holiday rates will be charged at 2.0 times the regular rate. Any necessary travel/hotel/parking expenses will be billed to client at cost. Please call Advance Testing for all contracted inspection services 24 hours in advance.

**To indicate acceptance of this fee schedule for the above-mentioned project,
Please return a signed copy to our office via email at your earliest convenience.**

Payment Terms: Advance Testing Company will prepare a bi-weekly bill which will set forth services rendered and other charges. The amount is due upon receipt of the bill. All amounts not paid within thirty (30) days after the invoice date shall bear an additional charge of one and one-half (1 ½) percent per month until paid.

Respectfully submitted by: Anthony DiMarco

Proposal Accepted and Work Authorized for: Town of Cornwall

Signature/Date

Name

Pam Wood
Town of Cornwall
December 14, 2022

Town of Cornwall Continental Road Culvert Contract 1B
Proposal #P22_1485_RevA

SERVICE AGREEMENT

This Agreement was made as of **December 14, 2022** by and between ADVANCE TESTING COMPANY, INC., which is a Delaware corporation with principal offices located at 3348 Route 208, Campbell Hall, NY (Hereinafter called "ADVANCE"), and **Town of Cornwall** (Hereinafter called "CLIENT"). CLIENT'S project is **Town of Cornwall Continental Road Culvert Contract 1B** (Hereinafter called "PROJECT").

The CLIENT and ADVANCE, for mutual considerations hereinafter set forth, agree as follows:

1. **SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE:** As per attached Proposal dated **December 14, 2022**.
2. **COMPENSATION:** In consideration of the services rendered, the CLIENT agrees to pay ADVANCE as per attached Fee Schedule to the extent ADVANCE performs the services requested.
3. **COMMENCEMENT OF SERVICES:** ADVANCE shall not begin work until ADVANCE has received a fully executed AGREEMENT; and an advance payment of \$ N/A .
4. **PAYMENT TERMS:** ADVANCE will prepare a bi-weekly bill which will set forth services rendered and other charges. The amount is due upon receipt of the bill. All amounts not paid within thirty (30) days after the bill's mailing date shall bear an additional charge of one and one-half (1 ½) percent per month until paid. Whenever the amount is past due more than forty-five (45) days after bill mailing, ADVANCE may suspend any further work or document delivery called for by this AGREEMENT until such account is made current. The fact that ADVANCE may continue to work beyond the time during which it may have suspended the work shall not be deemed to be a waiver of its rights hereunder. The CLIENT shall be responsible and shall pay ADVANCE for all costs, including attorney's fees, incurred as a result of the collection of any overdue balances. Any advance payment shall be applied to the last charges on the project.
5. **INSURANCE AND LIMITATIONS:** ADVANCE will maintain statutory workman's compensation insurance, and auto liability insurance to the extent required by law; and general liability insurance as may be reasonably available in the insurance market.
 - a. ADVANCE'S liability for damages resulting from Professional Services errors and omissions shall be limited to a sum not to exceed \$5,000.00 or ADVANCE'S fee, whichever is greater.
 - b. In the event the CLIENT makes a claim in litigation against ADVANCE under the provisions of this AGREEMENT and the CLIENT fails to prove such claim, then the CLIENT shall pay all reasonable charges for ADVANCE'S work, and all costs and expense incurred by ADVANCE in defending itself against the claim, including reasonable attorney fees.
6. ADVANCE shall have the right to declare this AGREEMENT null and void if not executed and returned to ADVANCE by the CLIENT within 30 days.
7. The unit rates in this proposal are based upon the work being performed during regular daytime shifts, Monday through Friday.
8. An automatic increase of 4% will be added at the end of each year.
9. Management time will be billed at \$ 95.00 per hour (minimum 4 hour charge/meeting) for attendance at jobsite meetings, if we are requested to be there by the CLIENT.
10. If overtime, weekend or holiday work is required, the following rates shall apply:
 - a. **Monday – Friday:** overtime shall apply after the initial 8 hours of work, and equal 1.5 times the regular rate of the task(s) being performed
 - b. **Saturday:** all time worked shall be billed at 1.5x the regular rate for the task(s) being performed
 - c. **Sunday and Holidays:** all time worked shall be billed at 2.0 times the regular rate for the task(s) being performed.

CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES

Pam Wood
Town of Cornwall
December 14, 2022

Town of Cornwall Continental Road Culvert Contract 1B
Proposal #P22_1485_RevA

11. A cancellation charge, equal to half-day unit rate (4 hour minimum), will be charged if the scheduled ADVANCE personnel are en route to jobsite, provided and are not utilized, or cannot perform their work because of weather conditions, site conditions, and/or forces beyond their control.
12. While traveling to and from project site, if Advance Testing technician encounters traffic conditions out of our control that results in additional travel time beyond expected average commute to project site, this additional travel time will be billed.
13. Weekend and holiday cancellation charge will be billed at the applicable full-day rate.
14. Reimbursable expenses shall include transportation and per diem expense for out-of-town work, special delivery services, and unusual reproduction expenses.
15. CLIENT is responsible for notifying ADVANCE of all requested testing and inspection services at least 24 hours prior to the date such services are required, as well as for re-inspection of all non-conforming items.
16. ADVANCE reserves the right to adjust the rates quoted herein if this agreement is not approved and returned by the CLIENT within 30 days.
17. The rates used in this proposal are valid for one (1) year from date of issuance.
18. Professional Engineering services will be invoiced at \$ 225.00 per hour subject to adjustment as provided herein.
19. Free and clear access to the work must be provided to ADVANCE personnel by the CLIENT. The CLIENT represents that it has the full legal right, as an owner, tenant, contractor or representative of such party to engage ADVANCE for the services requested and to provide ADVANCE legal access to the premises in order to perform the services, and shall indemnify and hold harmless ADVANCE and its employees against all claims, loss, injury and damage including without limitation ADVANCE'S reasonable legal fees and costs in the event such representation is not true.
20. CLIENT shall not, whether directly or indirectly, during the time period in which ADVANCE is performing services for CLIENT under this Agreement and for a period of twenty-four (24) months thereafter, offer employment to any employee of ADVANCE, solicit any employee of ADVANCE for employment with CLIENT, or otherwise engage the services of any employee of ADVANCE, without the express written consent of ADVANCE by its President.
21. CLIENT agrees that a scanned and electronically stored version of this document may be employed for all purposes, and shall be admissible in any legal proceeding as if it were an original.
22. ADVANCE shall not be responsible for continuous or exhaustive inspection or testing, it being understood that ADVANCE shall conduct such inspections and testing in accordance with prevailing industry standards.
23. No party other than the CLIENT shall be entitled to rely or claim reliance on services performed by ADVANCE hereunder.
24. This document embodies the complete integration of the parties' agreement and all prior representations, promises and conditions are merged herein. This agreement may not be changed or modified except in a writing signed by both parties.

This AGREEMENT is effective on the last signed date.

Town of Cornwall
183 Main St
Cornwall, NY 12518

ADVANCE TESTING COMPANY, INC.
3348 Route 208
Campbell Hall, NY 10916

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: James P. Smith, Jr.
TITLE: President
DATE: _____

WHEREAS, the Town of Cornwall has an available position of employment as full time Assistant Building Inspector in its Building Department; and

WHEREAS, the Town has advertised the position and interviewed candidates to fill it in accordance with the requirements of the New York State Civil Service Law; and

WHEREAS, the Town Board has decided to offer the position to John Hand, and Mr. Hand has stated his willingness to accept the position;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Town Board hereby approves hiring John Hand as a full time Assistant Building Inspector at a salary of Seventy-Two Thousand Five Hundred and 00/100 Dollars (\$72,500) per year effective January 3, 2023; and

2. That the Town Supervisor is authorized to execute any documents necessary to carry out the provisions of this resolution.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Virginia A. Scott, Councilwoman, voting _____

J. Kerry McGuinness, Councilman, voting _____

Timothy I. McCarty, Councilman, voting _____

Rokhsa Michael-Razi , Councilwoman, voting _____

Joshua Wojehowski, Supervisor, voting _____